

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting  
through the United States Department of  
Agriculture – Farm Service Agency

Plaintiff

v.

Jose Antonio Martínez Hernández, his wife Ivelisse  
Ramona Colón Gutierrez and their Counyugal  
Partnership

Defendants

CIVIL NO.

Foreclosure of Mortgage  
(In rem action)

**COMPLAINT**

COMES NOW the United States of America, acting through the U.S.D.A. (hereinafter, the U.S.D.A.) through its undersigned attorney, and respectfully alleges and prays this Honorable Court as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, through the U.S.D.A., an agency of the United States of America organized and existing under the provisions of The Consolidated Farm and Rural Development Act, 7 U.S.C. 1921 et seq., is the owner and holder of the mortgage Note in the amount of \$69,000 accruing an annual interest the rate of 5%. An English translation of the Note is attached hereto as **Exhibit 1**, and a copy of the original document in the Spanish language is attached as **Exhibit 2**.
3. For the purpose of securing the payment of said mortgage Note for \$69,000, a Deed of Mortgage was constituted in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed Number 149 dated the same date as the mortgage note. (**Exhibit 3**). The attached title search, **Exhibit 4**, confirms the fact that the mortgage lien was recorded at overleaf of page 128 of volume 218 of Adjuntas, property number 8,435, 5<sup>th</sup> inscription, in the Registry of

Property of Utuado. The plaintiff seeks to foreclose this mortgage lien in the present case.

4. The loan obligation that originated with the Note for \$69,000, was subscribed by parties that are not included in this complaint, yet it was later assumed by the defendants by subscribing Assumption Agreement subscribed March 26, 1998 (copy attached as **Exhibit 5**) and a pursuant to Deed No. 24 titled Deed of Liquidation of Mortgage Loan, Sale, Debt Recognition, Mortgage Loan Modification, and Release, whereby the defendants, José Antonio Martínez Hernández and his wife Ivelisse Ramona Colón Gutiérrez assumed a loan obligation that originated through the Note for \$69,000, accruing the agreed annual interest of 5% (mentioned above), and assumed a debt of \$103,525.95, also accruing an annual interest rate of 5%. An English translation of said deed is attached hereto as **Exhibit 6**, and a copy of the original document in the Spanish language is attached as **Exhibit 7**. The title search attached as **Exhibit 4** confirms that the deed containing the assumption agreement is duly registered in the Registry of Property. It was recorded at overleaf of page 130 of volume 217 of Adjuntas, property number 8,435, 7<sup>th</sup> inscription, in the Registry of Property of Utuado.

5. Plaintiff is also the owner and holder of the Mortgage Note in the amount of \$30,000, dated March 26, 1998, with interest at the rate of 5% subscribed by defendants in favor of the plaintiff. Copy of the Note is attached as **Exhibit 8**.

6. For the purpose of securing the payment of said mortgage Note for \$30,000, a Deed of Mortgage was constituted by defendants in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed Number 25, **Exhibit 9**, dated the March 26, 1998, as the mortgage note. The attached title search, **Exhibit 4**, confirms the fact that the mortgage lien was recorded at overleaf of page 130 of volume 218 of Adjuntas, property number 8,435, 7<sup>th</sup> inscription, in the Registry of Property of Utuado. Plaintiff also seeks to foreclose this mortgage lien in the present case.

7. According to the Property Registry, the defendants José Antonio Martínez Hernández

and Ivelisse Ramona Colón Gutiérrez appear as owners of record of the real estate property subject of this case, which is described as follows:

**RÚSTICA:** Predio de terreno radicado en el Barrio Vegas Arriba de Adjunta, Puerto Rico, que tiene una cabida de **veinticinco punto cero ocho cero seis cuerdas, equivalentes a nueve hectáreas ochenta y cinco áreas setenta y seis centiáreas y cinco mil trescientos noventa y cuatro diezmilésimas** que colinda al **NORTE**, con José B. Barceló; por el **SUR**, con parcela de terreno segregada en el hecho segundo anterior, que lo separa del camino asfaltado; por el **ESTE**, con terrenos de José B. Barceló; y por el **OESTE**, con Juan Negrón, Efraín Luciano y Héctor De Jesús.

Said collateral is lot 8,435, recorded at page 126 of volume 218 of Adjuntas, Registry of the Property of Utuado, Puerto Rico.

8. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff as payee of said note, to declare due and payable the total amount of the indebtedness evidenced by said note, and proceed with the execution and/or foreclosure of the mortgage.

9. The defendants herein have failed to comply with the terms of the mortgage contract by failing to pay the installments due until the present day. Therefore, the loan obligations have become due in full and plaintiff seeks to foreclose the existing mortgage liens.

10. The present judicial proceeding is strictly in rem, because debtors obtained a discharge from the Bankruptcy Court in case 01-01861 before the Puerto Rico Bankruptcy Court. Nonetheless, plaintiff may still claim the foreclosure of the registered liens.

11. The defendants have failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day. After declaring all the indebtedness due and payable, according to the Certification of Indebtedness included herein as **Exhibit 10**, the following amounts are outstanding:

a) On the \$69,000 Note, as modified:

- 1) The sum of \$103,525.95, of principal;
- 2) The sum of \$116,261.07, of interest accrued as of September 10, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$14.1816;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the \$30,000 Note:

- 1) The sum of \$30,000, of principal;
- 2) The sum of \$26,486.64, of interest accrued as of September 10, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$4.2740;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

12. The defendants José Antonio Martínez Hernández and Ivelisse Ramona Colón Gutiérrez are not currently active in the military service for the United States. **Exhibit 11.**

13. The real estate property which is hereby being foreclosed is subject to the following liens in the rank hereby indicated:

a) Recorded Liens with preference or priority over mortgage herein executed:

Mortgage liens, of junior rank to the mortgage lien for \$69,000:

- a. Reamortization of the mortgage loan of \$69,000 which the mortgage for \$69,000 as follows: The amount due at June 7, 1989, amounts to \$73,933.34, with 5% annual



interests, due on June 7, 2027, constituted by deed #51, executed in Adjuntas, Puerto Rico, on June 7, 1989, before Jaime L. Pérez Notary Public, recorded at overleaf of page 129 of volume 218 of Adjuntas, property number 8,435, 6th inscription.

- b. Reamortization of the agreement described in item (a) above, as follows: The amount due at March 26, 1998, amounts to \$103,525.95, with 5% annual interests, due on 40 years, constituted by deed #24, executed in Adjuntas, Puerto Rico, on March 26, 1998, before Serafin Rosado Santiago Notary Public, recorded at overleaf of page 130 of volume 217 of Adjuntas, property number 8,435, 7th inscription.

Mortgage lien of junior rank to the lien for \$30,000 that the plaintiff seeks to foreclose:

Agriculture farm crops restitution agreement in favor of United States of America, in the amount of \$30,000.00 from 1998 to the year 2005, constituted by deed #26, executed in Adjuntas, Puerto Rico, on March 26, 1998, before Serafin Rosado Santiago Notary Public, recorded at overleaf of page 181 of volume 276 of Adjuntas, property number 8,435, 8th and last inscription.

VERIFICATION

I, Jacqueline Lazú Laboy, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Acting Director for the Loan Resolution Task Force (LRTF) of the U.S.D.A.-Farm Service Agency (on behalf of the United States of America) in San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 21 day of October 2020.

  
(JACQUELINE LAZU LABOY)

#### PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the

proceeds of said sale;

b) that the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

c) that if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) that once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage liens and of any other junior liens to the foreclosed mortgage liens;

g) for such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this <sup>22</sup> day of October 2020.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913  
FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 9300  
SAN JUAN, PR 00908  
TEL. 787-751-5290  
FAX. 787-751-6155  
Email: [dcfilings@fortuno-law.com](mailto:dcfilings@fortuno-law.com)

FmHA Form 1940-17 (S)  
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
PROMISSORY NOTE

TYPE OF LOAN

Type: FARM OWNERSHIP -LIMITED RESOURCES

In accordance with:

Consolidated Farm and Rural Development Act  
Emergency Agricultural Credit Adjustment Act of 1978

Name: PEDRO TORRES FELICIANO

State: PUERTO RICO

Office: ADJUNTAS

Case Number: 63-35-58344415

Date: SEPTEMBER 16, 1987

ACTION REQUIRING NOTE:

X	Initial Loan	New Payment Plan
	Subsequent Loan	Reamortization
	Consolidation and Subsequent Loan	Sale on Credit
	Consolidation	Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in ADJUNTAS, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of SIXTY-NINE THOUSAND DOLLARS (\$69,000.00), plus interest on the unpaid principal of FIVE PERCENT (5.0000%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$1,012.00.....on January 1, 1988

and \$4,022.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if

not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: \$

INTERESTS: %

DATE:

ORIGINAL BORROWER:

LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box "TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.



Presentation, protest, and notice are hereby expressly waived.

[Signature]  
 PEDRO TORRES FELICIANO (BORROWER)  
 [Signature]  
 BRUNILDA VERA RIVERA (BORROWER)

Box 396,  
 Adjuntas, Puerto Rico 00601

#### PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
TOTAL: \$					

#### ADDENDUM FOR DEFERRED INTERESTS

Addendum to the promissory note dated September sixteen, nineteen eighty-seven in the original amount of SIXTY-NINE THOUSAND DOLLARS (\$69,000.00) at FIVE PERCENT (5%) per annum. This agreement amends and is attached to the aforementioned promissory note. The amount of FIVE HUNDRED AND THIRTY-SIX DOLLARS (\$536.00) of every regular payment on the note shall be applied to the interest accumulated during the deferral period. The remainder of any regular payment shall be applied in accordance with section seven dash CFR, subpart A of part nineteen fifty-one. We agree to sign a supplementary payment contract and to make additional payments if we experience a substantial increase in our income and ability to pay during the deferral period.

Adjuntas, Puerto Rico, June 7, 1989.

[Signature]  
 BORROWER  
 [Signature]  
 BORROWER'S SPOUSE

The amount of this promissory note and the mortgage securing it, reamortized on June seven, nineteen eighty-nine, had an unpaid balance of SEVENTY-NINE THOUSAND NINE HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY-FOUR CENTS (\$79,933.34), at the rate of FIVE PERCENT (5%) per annum. Of this amount, only the sum of SEVENTY-TWO THOUSAND FOUR HUNDRED AND FORTY-NINE DOLLARS AND THIRTY-EIGHT CENTS (\$72,449.38) shall accrue interest at the rate of FIVE PERCENT (5%) per annum, as the sum of ONE THOUSAND FOUR HUNDRED AND EIGHTY-THREE DOLLARS AND NINETY-SEVEN CENTS (\$1,483.97) are non-capitalized interests and, as a five-year partial deferral was granted, it shall be paid as follows: FOUR HUNDRED AND TWENTY-THREE DOLLARS (\$423.00) on or before January first, nineteen ninety; FOUR HUNDRED AND TWENTY-THREE DOLLARS (\$423.00) on or before January first, nineteen ninety-one; FOUR HUNDRED AND TWENTY-THREE DOLLARS (\$423.00) on or before January



first, nineteen ninety-two; FOUR HUNDRED AND TWENTY-THREE DOLLARS (\$423.00) on or before January first, nineteen ninety-three; FOUR HUNDRED AND TWENTY-THREE DOLLARS (\$423.00) on or before January first, nineteen ninety-four; FIVE THOUSAND AND FORTY-SEVEN DOLLARS (\$5,047.00) on or before January first, nineteen ninety-five, and FIVE THOUSAND AND FORTY-SEVEN DOLLARS (\$5,047.00) on or before every January first subsequently thereafter, except for the final payment of the debt evidenced herein which shall be paid on or before June seven, two thousand and twenty-seven, pursuant to Deed of Reamortization of Mortgage Loan and Mortgage Modification number fifty-one before the Notary Jaime L. Pérez. I BEAR WITNESS.

Adjuntas, Puerto Rico, June seven, nineteen eighty-nine.

SIGNED, STAMPED, SEALED AND ENDORSED.

[Signature]

NOTARY PUBLIC

[Seal]

ADDENDUM OF PROMISSORY NOTE IN THE ORIGINAL AMOUNT OF SIXTY-NINE THOUSAND DOLLARS (\$69,000.00) ISSUED ON SEPTEMBER 16, 1987.

The amount of this promissory note and the mortgage securing it, liquidated on March twenty-six, nineteen ninety-eight, had an unpaid balance of ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$103,525.95), with interest at the rate of FIVE PERCENT (5%) per annum; it shall accrue interest at the rate of FIVE PERCENT (5%) per annum as of today and shall be paid as follows: ONE DOLLAR (\$1.00), on or before January first, nineteen ninety-nine; ONE DOLLAR (\$1.00), on or before January first, two thousand; ONE DOLLAR (\$1.00), on or before January first, two thousand and one; ONE DOLLAR (\$1.00), on or before January first, two thousand and two; SEVEN THOUSAND AND THIRTY DOLLARS (\$7,030.00) on or before January first, two thousand and three and SEVEN THOUSAND AND THIRTY DOLLARS (\$7,030.00) on or before every January first subsequently thereafter, starting on January first, two thousand and three, until principal and interests are paid in full, except for the final payment of the debt evidenced herein which, if not paid sooner, shall be due and payable forty years from today, March twenty-six, nineteen ninety-eight, except for the final payment of the debt evidenced herein which, if not paid sooner, shall be due and payable forty years from today, March twenty-six, nineteen ninety-eight [sic], pursuant to Deed of Liquidation of Mortgage Loan, Sale, Debt Recognition, Mortgage Modification and Partial Release from Mortgage number twenty-four, executed before the Notary Serafin Rosado Santiago, Adjuntas, Puerto Rico, on March twenty-six, nineteen ninety-eight. I BEAR WITNESS.

[Signature]

SERAFIN ROSADO SANTIAGO

NOTARY PUBLIC

[Seal]

The property measuring SIX HUNDRED AND NINETY-SIX POINT TWO THOUSAND TWO HUNDRED AND THIRTY SQUARE METERS, equivalent to ZERO POINT ONE THOUSAND SEVEN HUNDRED AND SEVENTY-ONE CUERDAS\*, recorded on page one hundred and one, volume two hundred and forty-six of Adjuntas, farm number ten thousand three hundred and seventy-two, fifth recording, is RELEASED from the mortgage represented by this promissory note. The mortgage remains in effect for farm B, described in the FIRST paragraph of this deed. I BEAR WITNESS.

Adjuntas, Puerto Rico, March twenty-six, nineteen ninety-eight.

[Signature]

SERFAIN ROSADO SANTIAGO

NOTARY PUBLIC

[Seal]

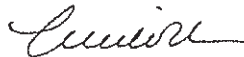
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\*Translator's note: A *cuerda* is an area measurement equivalent to 3930.3956 meters squared. From María Moliner's: *Diccionario de Uso del Español*.

## CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 18<sup>th</sup> day of March of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this 18<sup>th</sup> day of March of 2005.



Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker

Notary Public in and for the State of Washington

My appointment expires: 02/01/06

Forma FmHA 1940-17 (S)  
(Rev. 11-1-78)

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

Nombre PEDRO TORRES FELICIANO		CLASE DE PRESTAMO Tipo: <u>FARM OWNERSHIP-RECURSOS</u> De acuerdo a: <u>LIMITADOS</u> <input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
Estado PUERTO RICO	Oficina ADJUNTAS	ACCION QUE REQUIERE PAGARE: <input checked="" type="checkbox"/> Préstamo Inicial <input type="checkbox"/> Préstamo Subsiguiente <input type="checkbox"/> Consolidación y préstamo subsiguiente <input type="checkbox"/> Consolidación <input type="checkbox"/> Nuevo Plan de Pago <input type="checkbox"/> Reamortización <input type="checkbox"/> Venta a Crédito <input type="checkbox"/> Pagos Diferidos	
Caso Núm. 63-35-583444415	Fecha 16 de septiembre de 1987		

POR VALOR RECIBIDO, el Prestatario(s) suscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su cesionario en su oficina en -----ADJUNTAS, PUERTO RICO-----

o en otro sitio designado por el Gobierno por escrito, la suma principal de -----SESENTA Y NUEVE MIL  
con -----00/100 dólares (\$) 69,000.00 más intereses sobre el principal adeudado al  
-----CINCO----- POR CIENTO (5.0000 %) anual. Si este pagaré

es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porcentaje de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

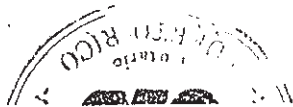
Principal e intereses serán pagados en -41- plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

\$ 1,012.00	en enero 1, 19 88	\$ N/A	en enero 1, 19 ;
\$ N/A	en enero 1, 19 ;	\$ N/A	en enero 1, 19 ;
\$ N/A	en enero 1, 19 ;	\$ N/A	en enero 1, 19 ;
\$ N/A	en enero 1, 19 ;	\$ N/A	en enero 1, 19 ;
\$ N/A	en enero 1, 19 ;	\$ N/A	en enero 1, 19 ;
y \$ 4,022.00	subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en <u>-40-</u> años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.		

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porcentaje evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.



GOBIERNO PÚBLICO

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos, a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

**CONVENIO DE REFINANCIAMIENTO:** Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

**INCUMPLIMIENTO:** La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. **COMETIDO CUALQUIER INCUMPLIMIENTO**, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

Pedro Torres Feliciano  
Pedro Torres Feliciano (Prestatario)

Brunilda Vera Rivera  
Brunilda Vera Rivera (Prestatario)

Apartado 396

Adjuntas, Puerto Rico 00601

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	



## ADENDUM POR INTERESES DIFERIDOS:

---Adendum al pagaré fecha dieciseis de septiembre de mil novecientos ochenta y siete por la cantidad original de SESENTA Y NUEVE MIL DOLARES CON CERO CENTAVOS (\$69,000.00) de cinco por ciento (5.00%) de intereses anual. Este acuerdo enmienda y se adhiere al pagaré arriba indicado. La suma de QUINIENTOS TREINTA Y SEIS DOLARES CON CERO CENTAVOS (\$536.00) de cada pago regular en el pagaré será aplicado al interés que se acumule durante el período de diferimiento. El remanente de pago regular será aplidado de acuerdo a la sec. siete guión CFR, sub parte A de la parte mil novecientos cincuenta y uno. Nosotros acordamos firmar un acuerdo de pago suplementarios y hacer pagos adicionales si durante el período de diferimiento tenemos un aumento substancial en ingresos y habilidad de pago.-----

---En Adjuntas, Puerto Rico, a 7 de junio de 1989.-----

  
PRESTATARIO

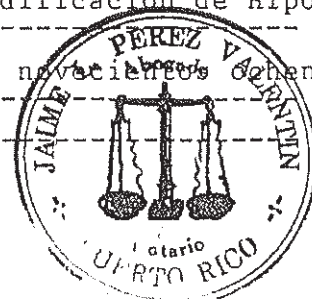
  
ESPOSA DEL PRESTATARIO

---El importe de este pagaré y la hipoteca que lo garantiza, reamortizado el siete de junio de mil novecientos ochenta y nueve dio un saldo deudor montante a SETENTA Y TRES MIL NOVECIENTOS TREINTA Y TRES DOLARES CON TREINTA Y CUATRO CENTAVOS '73,933.34) a razón del cinco por ciento (5.00%) anual de los cuales sólo la porción SETENTA Y DOS MIL CUATROCIENTOS CUARENTA Y NUEVE DOLARES CON TREINTA Y OCHO CENTAVOS ----- (\$72,449.38) devengará intereses a razón de un cinco por ciento (5.00%) de interés anual, ya que la cantidad de MIL CUATROCIENTOS OCHENTA Y TRES DOLARES CON NOVENTA Y SIETE CENTAVOS (\$1,483.97) son intereses NO CAPITALIZABLES y por habersele concedido un diferimiento parcial de cinco años habrá de ser pagado en la siguiente forma: CUATROCIENTOS VEINTITRES DOLARES CON CERO CENTAVOS (\$423.00) en o antes del primero de enero de mil novecientos noventa; CUATROCIENTOS VEINTITRES DOLARES CON CERO CENTAVOS (\$423.00) en o antes del primero de enero de mil novecientos noventa y uno; CUATROCIENTOS VEINTITRES DOLARES CON CERO CENTAVOS (\$423.00) en o antes del primero de enero de mil novecientos noventa y dos; CUATROCIENTOS VEINTITRES DOLARES CON CERO CENTAVOS (\$423.00) en o antes del primero de enero mil novecientos noventa y tres; CUATROCIENTOS VEINTITRES DOLARES CON CERO CENTAVOS (\$423.00) en o antes del primero de enero de mil novecientos noventa y cuatro; CINCO MIL CUARENTA Y SIETE DOLARES CON CERO CENTAVOS (\$5,047.00) en o antes del primero de enero de mil novecientos noventa y cinco y CINCO MIL CUARENTA Y SIETE DOLARES CON CERO CENTAVOS (\$5,047.00) en o antes de cada enero subsiguiente, excepto que el plazo final de la deuda aquí evidenciada se hará en o antes del siete de junio del dos mil veintisiete según consta de la escritura número cincuenta y uno de Reamortización de Préstamo Hipotecario y Modificación de Hipoteca ante el notario Jaime L. Pérez. DOY FE.-----

---En Adjuntas, Puerto Rico, a siete de junio de mil novecientos ochenta y nueve.-----

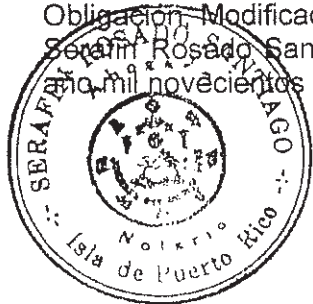
---FIRMADO, SIGNADO, RUBRICADO Y SELLADO-----

  
NOTARIO PUBLICO



**NOTA AL PAGARE POR LA SUMA ORIGINAL DE  
SESENTA Y NUEVE MIL DOLARES (\$69,000.00)**  
emitido el día 16 de septiembre de 1987

El importe de este pagaré y la hipoteca que lo garantiza, liquidado al día veintiséis de marzo de mil novecientos noventa y ocho dio un saldo deudor montante a **CIENTO TRES MIL QUINIENTOS VEINTICINCO DOLARES CON NOVENTA Y CINCO CENTAVOS (\$103,525.95)**, con intereses a razón del cinco por ciento (5%) anual, el cual devengará intereses a razón del cinco por ciento (5%) anual a partir de hoy y el cual habrá de ser pagado en la siguiente forma: UN DOLAR CON CERO CENTAVOS (\$1.00) en o antes del primero de enero de mil novecientos noventa y nueve; UN DOLAR CERO CENTAVOS (\$1.00) en o antes del primero de enero del año dos mil; UN DOLAR CERO CENTAVOS (\$1.00) en o antes del primero de enero del año dos mil uno; UN DOLAR CON CERO CENTAVOS (\$1.00) en o antes del primero de enero del año dos mil dos; SIETE MIL TREINTA DOLARES (\$7,030.00) en o antes del primero de enero del año dos mil tres, y SIETE MIL TREINTA DOLARES (\$7,030.00) anualmente cada primero de enero de cada año subsiguiente, comenzando el primero de enero del dos mil tres, hasta que el principal e intereses sean completamente pagados, excepto el pago final de la deuda aquí evidenciada de no ser pagado anteriormente vencerá y será pagadero a los cuarenta años, a la fecha de hoy veintiséis de marzo de mil novecientos noventa y ocho, excepto el pago final de la deuda aquí evidenciada de no ser pagado anteriormente vencerá y será pagadero a los cuarenta años, a la fecha de hoy veintiséis de marzo de mil novecientos noventa y ocho, según surge de la escritura número veinticuatro (24), de Liquidación de Préstamo Hipotecario, Compraventa, Reconocimiento de Obligación, Modificación de Hipoteca y Liberación Parcial de Hipoteca, otorgada ante el notario **Serafin Rosado Santiago**, Adjuntas, Puerto Rico, a los veintiséis días del mes de marzo del año mil novecientos noventa y ocho. DOY FE.



*Serafin Rosado Santiago*  
**SERAFIN ROSADO SANTIAGO,**  
NOTARIO PUBLICO

LIBERADA de la hipoteca representada por este pagaré la propiedad de SEIS-CIENTOS NOVENTA Y SEIS PUNTO DOS MIL DOSCIENTOS CUADRADOS, equivalentes a cero punto mil setecientos setenta y dos metros cuadrados, y la cual consta inscrita al folio ciento uno del tomo doscientos cuarenta y seis de la Adjuntas, finca número diez mil trescientos setenta y dos, inscripción quinta subsiguiente a la hipoteca en cuanto a la finca "B" descrita en el apartado PRIMERO de esta escritura. DOY FE. En Adjuntas, Puerto Rico, a 26 de marzo de mil novecientos noventa y ocho.



*Serafin Rosado Santiago*  
**SERAFIN ROSADO SANTIAGO,**  
NOTARIO PUBLICO



Forma Fm154 477-1(S) PR  
(Rev. 10-82)

NUMERO CIENTO CUARENTA Y NUEVE  
NUMBER

HIPOTECA VOLUNTARIA  
VOLUNTARY MORTGAGE

En la Ciudad de Adjuntas del Estado Libre Asociado de  
Puerto Rico, a los dieciséis días del mes de sep-  
tiembre de mil novecientos ochenta y siete.

ANTE MI  
BEFORE ME

SERAFIN ROSADO SANTIAGO

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Adjuntas,  
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Puerto Rico, y oficina en Adjuntas, Puerto Rico  
and office in Puerto Rico.

COMPARECEN  
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-  
The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances

aparecen de dicho párrafo.  
appear from said paragraph.

Yo fe del conocimiento personal de los comparecientes, así como por sus dichos  
The Notary, attest to the personal knowledge of the appearing parties, as well as to their

de su edad, estado civil, profesión y vecindad.  
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this

miento.  
voluntary mortgage.

EXPONEN  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

denominada de aquí en adelante "los bienes".  
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens

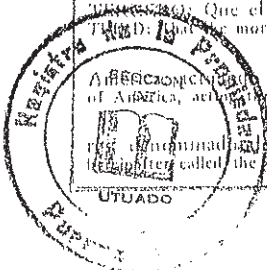
se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration,

res, denominada aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with

UTUADO



Form FmHA 497-1PB  
(10-82)

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de ab-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s) ...

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.  
estimated against the property.

CUARTO: Se sobreentiende que:  
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.  
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.  
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,

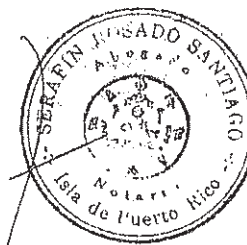
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción de los intereses del pagaré  
set forth in the insurance endorsement will be entitled to a portion of the interest pay-

que será designada como "carga anual".  
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note

dur cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any



Forma FmDA 427-1(5) PR  
(Rev. 10-82)



queira otros en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagee

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.  
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured

lista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt,

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.  
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE.  
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO) con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of amounts specified in subparagraph 21 of paragraph NINTH hereof

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
to indemnify and secure harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsement by reason of any default by the mortgagor, and (c) in any

quier tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in

subpárrafo Tercero del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí

performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por

hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDÉCIMO más adelante, así como sobre los

interests easements, hereditaments and appurtenances therein belonging,

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto o

income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,

all water, water rights and shares in the same pertaining to

las fianzas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario

by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta

all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad,

In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renova

ción de dichas obligaciones con intereses sobre todas y todo otro cargo o suma

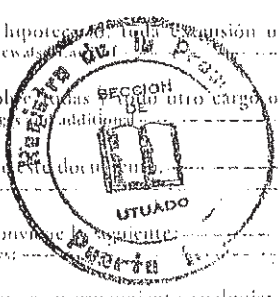
adicional especificada en el párrafo NOVENO de este documento.

SIXTH: El deudor hipotecario expresamente conviene lo siguiente:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda

(One) To pay promptly when due any indebtedness

Forma FmHA 127-HPR  
CIB-021



Forma FMIWA 427-1(5) TR  
(Rev. 10-82)

aquí por su obligación de indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any  
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the  
deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,  
hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal  
y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by  
reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,  
rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less  
la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder  
del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement  
en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held  
por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited  
por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance  
por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this  
párrafo devengará intereses a razón del CINCO  
subparagraph shall bear interest at the rate of  
por ciento ( 5 0/0 )  
per cent ( 5 0/0 )  
anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment  
hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Ninguna suma será adelantada por el acreedor hipotecario, cualquier  
(Four) No sum shall be advanced by the mortgagee, any  
o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,  
raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims or other protection of the mortgaged property,  
dos o para contribuciones, impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado pagar por los mismos, devengará interés a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare.

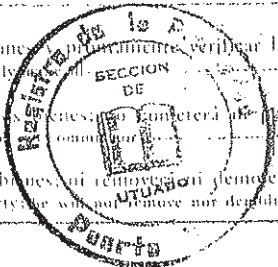
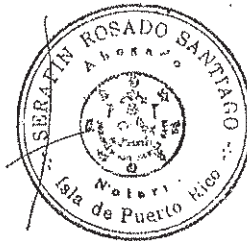
(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario.

(Nueve) Conservar los bienes en buenas condiciones y prontamente realizar las reparaciones necesarias para la conservación de los bienes, no cometerá ni permitirá que se cometa ningún deterioro de los bienes, ni removerá ni demolerá

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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,  
any building or improvement on the property; nor will he cut or remove wood from the farm  
ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-  
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-  
disclose, in the judgment of mortgagee, that the security given is being lessened

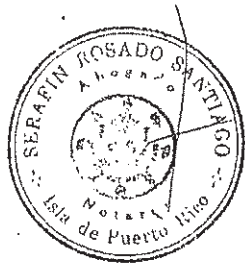
mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option





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podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
may institute the necessary proceedings in defense of its-----

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
interest, and any costs or expenditures incurred by mortgagee by said

proceedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered-----

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
by this mortgage within the additional credit of the mortgage clause—

para adelantos, gastos y otros pagos. ....  
for advances, expenditures and other payments. ....

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonar los bienes o voluntariamente se los entregase al acreedor,-----  
should abandon the property or voluntarily deliver it to mortgagee,-----

\_\_\_\_\_

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con poder-  
mortgagee is hereby authorized and empowered—

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
to take possession of the property, to rent and administer the same and collect-----

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda evidenciada-----  
costs of collection and administration and secondly to the payment of the debt evidenced-----

cinda por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagor hereby guaranteed, \_\_\_\_\_

en el orden y manera que el acreedor hipotecario determinare.-----  
in what ever order and manner mortgagee may determine.-----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para producir  
may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
a Federal bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósito;  
rate of interest and reasonable periods of time and purposes.

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará autorización de la mortgagee's court and apply for and accept

y aceptaré dicho préstamo en cantidad suficiente para pagar por las acciones nece-

sarias en la agencia cooperativa en relación con dicho préstamo.-----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizada

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como

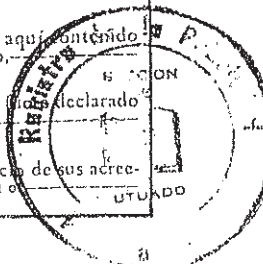
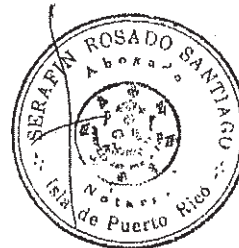
deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumplir

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido.

o en cualquier convenio suplementario, o falleciere o se declarare o fuese declarado

insolvente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acredo-

incompetent, a bankrupt, or an insolvent, or under an assignment for the benefit of creditors, or a corporation or partnership, or any other person or entity, who is not a natural person, shall not be eligible to be elected or appointed as a member of the board of directors of the corporation.



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)-----

de solicitar la protección de la ley. request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

rarios de abogado. attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement-----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability-----

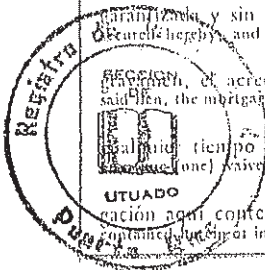
sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of-----

de esta hipoteca, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at-----

alguna (uno) tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- at any (one) time (One) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)-----



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
 deal in any way with mortgagor or grant to mortgagor any

indulgentia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
 indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
 consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
 an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
 hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida o otorgar diferimiento o  
 part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravamen constituido sobre  
 postponement of this mortgage to any other lien over

dichos bienes. --  
 said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
 (Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
 including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
 subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
 mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravamen y los beneficios aquí contenidos. --  
 in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
 (Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
 other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
 or insured by mortgagee and executed or assumed by mortgagor,

otecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
 and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca. --  
 constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
 (Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
 be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
 and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
 in the case of mortgagee to Farmers Home Administration,

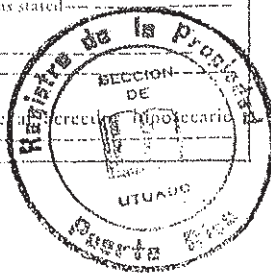
Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
 United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
 case of mortgagor to him at the post office address of his residence as stated

especifica más adelante. --  
 hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
 (Twenty-Two) Mortgagor by these presents grants to mortgagee

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 (10-52)



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el importe de cualquier sentencia obtenida por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

de OCHENTA Y CUATRO MIL DOLARES (\$84,000.00), de los cuales vein-  
of twenty-four mil dólares (\$23,000.00) corresponden a la finca A y  
sesenta y un mil dólares (\$61,000.00) corresponden a la finca B.

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan hereinafore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré. SESENTA Y NUEVE--  
should assign this mortgage without insurance of the note, SIXTY AND NINE--

MIL----- DOLARES (\$ 69,000.00)  
DOLLARS (\$

principal de dicho pagaré, con sus intereses según estipulados a razón del cinco  
the principal amount of said note, together with interest as stipulated therein at the rate of

por ciento (----- 5 %/o) anual;  
per cent (----- %/o) per annum;



Dos. En todo tiempo cuando el pago es poseído por un prestamista asegurado.  
Two. At all times when said note is held by an insured lender:

(A) SESENTA Y NUEVE MIL -----  
(A) ----- DOLARES (\$ 69,000.00- )  
DOLLARS (\$ )

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,  
specified in the note, with interest as stated in paragraph SIXTH,

Tercero; -----  
Three; -----

(B) CIENTO TRES MIL QUINIENTOS -----  
(B) -----

----- DOLARES (\$ 103,500.00- )  
DOLLARS (\$ )

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;  
Three. In any event and at all times whatsoever:

(A) VEINTISIETE MIL SEISCIENTOS DOLARES -----  
(A) -----

( \$ 27,600.00 ----- ) para intereses después de mora: -----  
( \$ ) for default interest; -----

(B) TRECE MIL OCHOCIENTOS DOLARES -----  
(B) -----

( \$ 13,800.00 ----- ) para contribuciones, seguro y otros adelantos para la con-  
( ) for taxes, insurance and other advances for the preservation;

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero; -----  
SIXTH, Three; -----

(C) SEIS MIL NOVECIENTOS DOLARES -----  
(C) -----

( \$ 6,900.00 ----- ) para costas, gastos y honorarios de abogado en caso  
( \$ ) for costs, expenses and attorney's fees in case -----

de ejecución; -----  
of foreclosure: -----

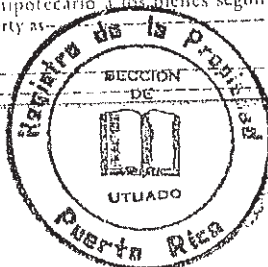
(D) SEIS MIL NOVECIENTOS DOLARES -----  
(D) -----

( \$ 6,900.00 ----- ) para costas y gastos que incurriere el acreedor hipoteca-  
( \$ ) for costs and expenditures incurred by the mortgagee in -----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with -----

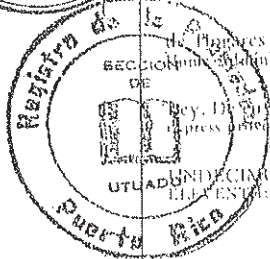
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as -----

se consigna en el párrafo SEXTO, Trece. -----  
provided in paragraph (SIXTH, Thirteen -----



Forma FmJA 427-1(5).PR  
(Rev. 10-82)

DECLARO Que el (los) pagaré(s) a que se hace referencia en el párrafo PRIMER  
STATE: That the note(s) referred to in paragraph FIRST  
de esta hipoteca es (son) descrito(s) como sigue:  
of this mortgage is (are) described as follows:  
"Pagaré otorgado en el caso número sesenta y tres guión treinta y  
"Promissory note executed in case number sixty three and thirty  
cinco guión quinientos ochenta y tres cuarenta y cuatro  
fifty three and five hundred eighty three forty four  
cuatro mil cuatrocientos quince fechado el día dieci--  
four thousand four hundred fifteen dated the  
seis----- de septiembre----- de mil novecientos-----  
day of September----- nineteen hundred and-----  
ochenta y siete----- por la suma de SESENTA Y NUEVE MIL--  
eighty seven----- for the sum of SIXTY AND NINE THOUSAND--  
(\$69,000.00)----- dólares de principal más  
of principal plus  
intereses sobre el balance del principal adeudado a razón del cinco-----  
interest over the unpaid balance at the rate of five-----  
----- (----- 5%-----) por ciento anual,  
percent per annum,  
hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
until the principal is totally paid according to the terms, installments,  
ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
conditions and stipulations contained in the promissory note and as agreed  
entre el Prestatario y el Gobierno, excepto el pago final del total de la deuda aquí  
between the borrower and the Government, except that the final installment of the  
representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero  
entire debt herein evidenced, if not sooner paid, will be due  
a los cuarenta-----  
and payable  
años de la fecha de este pagaré.  
years from the date of this promissory note.  
Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
Said promissory note is given as evidence of a loan made by the  
Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United  
Unidos de América denominada "Consolidated Farm and Rural Development Act  
States of America known as "Consolidated Farm and Rural Development Act  
of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as  
han sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmers  
de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
Administration and to its future regulations not inconsistent with the  
Ley. De otra descripción, yo, el Notario Autorizado, DOY FE.  
of press description thereof. Of which description I, the authorizing Notary, GIVE FAITH.  
UTLADUNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
ELEVENTH: That the property object of this deed and over which  
constituye Hipoteca Voluntaria, se describe como sigue:  
voluntary mortgage is constituted, is described as follows:  
---A. RUSTICA: Parcela radicada en el barrio Vegas Arriba del Mu-  
nicipio de Aljuntas, con una cabida de SEISCIENTOS NOVENA Y SEIS--  
PUNTO DOS MIL DOSCIENTOS TREINTA METROS CUADRADOS, equivalentes a--





[Translator's note: The source document from which this translation derives skips from the cover page, translated above, to page 13, translated as follows:]

TENTH: That the note(s) referred to in the THIRD paragraph of this mortgage deed is (are) described as follows:

Promissory note executed in case number sixty-three dash thirty-five dash five hundred and eighty-three forty-four four thousand four hundred and fifteen, dated September sixteen, nineteen eighty-seven, in the amount of SIXTY-NINE THOUSAND DOLLARS (\$69,000.00) of principal plus interest over the unpaid balance at the rate of FIVE PERCENT (5%) per annum, until the principal is paid in full according to the terms, installments, conditions and stipulations contained in the promissory note and as agreed between the Borrower and the Government, except that the final installment of the entire debt evidenced herein, if not paid sooner, will be due and payable forty years from the date of this promissory note.

Said promissory note is given as evidence of a loan made by the Government to the Borrower pursuant to the law of the United States Congress titled "Consolidated Farm and Rural Development Act of 1961" or pursuant to Title V of the Housing Act of 1949, as amended, and is subject to current Farmers Home Administration regulations and to future regulations not inconsistent with said law. I, the authorizing Notary, BEAR WITNESS to said description.

ELEVENTH: That the property that is the subject of this deed and for which this mortgage is furnished, is described as follows:

A. RUSTICA: Predio de terreno radicado en el Barrio Vegas Arriba del municipio de Adjuntas, Puerto Rico, con una cabida de SEISCIENTOS NOVENTA Y SEIS PUNTO DOS MIL DOSCIENTOS TREINTA METROS CUADRADOS, equivalentes a cero punto mil setecientos setenta y una cuerda, y en lindes por el NORTE, en dos alineaciones irregulares de veintiuno punto cero diez y trece punto quinientos sesenta y ocho metros, ambas con propiedad del señor Carlos Rivera; por el SUR, en dos alineaciones irregulares de diecisiete punto ciento once y ocho punto seiscientos cuarenta y seis metros, ambas con terrenos de la finca principal de la cual se segrega; por el ESTE, en dos alineaciones irregulares de dos punto cuatrocientos quince y diecinueve punto ciento siete metros, ambas con una carretera municipal; y por el OESTE, en veinte punto quinientos veintitrés metros con terrenos de la finca principal de la cual se segrega. Contiene una casa de vivienda de construcción mixta, techada de cinc de una planta.

Recorded on page one hundred, volume two hundred and forty-six of Adjuntas, farm number ten thousand three hundred and seventy-two, second recording.

B. RUSTICA: Predio de terreno radicado en el Barrio Vegas Arriba del término municipal de Adjuntas, Puerto Rico, que tiene una cabida de VEINTICINCO PUNTO CERO OCHO CERO SEIS CUERDAS, equivalentes a nueve hectáreas, ochenta y cinco áreas, setenta y seis centiáreas y cinco mil trescientos noventa y cuatro diezmiláreas que colindan por el NORTE, con José B. Barceló; por el SUR, con parcela de terreno segregada en el hecho anterior, que lo separa del camino asfaltado; por el ESTE, con



terrenos de José B. Barceló, y por el OESTE, con Juan Negrón, Efraín Luciano y Héctor de Jesús.

It is recorded on page one hundred and twenty-eight, volume two hundred and eighteen of Adjuntas, farm number eight thousand four hundred and thirty-five, third recording.

Borrower acquired the property described under letter A through purchase from Mr. Pedro Torres Santiago and his wife, Mrs. María Feliciano, and Farm B through purchase from Mr. Jaime Barceló López and his wife, Mrs. Myrna Socorro Sosa Ortiz, pursuant to deeds number six and number one hundred and forty-eight, dated February seven, nineteen eighty-five and September sixteen, nineteen eighty-seven, respectively, executed in Adjuntas, Puerto Rico, before the Notary Ramón Mercado López and the undersigned Notary, respectively.

Farm A is free of charges and liens and Farm B is encumbered by mortgages for TWO THOUSAND DOLLARS (\$2,000.00) and THIRTEEN THOUSAND DOLLARS (\$13,000.00), respectively, to the United States of America.

TWELFTH: The parties appearing in the present deed as Mortgagors are MR. PEDRO TORRES FELICIANO and his wife, MRS. BRUNILDA VERA RIVERA, both of legal age, property owners and residents of Adjuntas, Puerto Rico, whose Social Security numbers are five hundred and eighty-three dash forty-four dash four thousand four hundred and fifteen and five hundred and eighty-three dash twenty-eight dash six thousand four hundred and forty-four, respectively, and whose mailing address is Box three hundred and ninety-six, Adjuntas, Puerto Rico, zero zero six hundred and one.

THIRTEENTH: The loan amount consigned herein has been or will be used

[Translators' note: The source document skips to page 16, translated as follows:]

proceeds of the loan secured herein, are considered and interpreted as part of the property encumbered by this mortgage.

EIGHTEENTH: As this is for a Limited Resources loan, as indicated in the promissory note, the Government may change the interest rate, in accordance with Farmers Home Administration regulations.

NINETEENTH: Any improvements, constructions, or buildings that are constructed on said farm during the aforementioned period will require the mortgagee's prior written approval, in accordance with current regulations, as well as future regulations which are consistent with federal and local law, and compatible with current laws governing these types of loans.

TWENTIETH: The proceeds of the loan consigned herein shall be used for the purchase

of and improvements to a farm measuring twenty-five *cuerdas*\* and eight hundred and six ten-thousandths of another, located in Barrio Vegas Arriba in Adjuntas. The plot and residential home located in Barrio Vegas Arriba in Adjuntas will be used as security.

TWENTY-FIRST: The parties also state that as this is a loan for agricultural purposes, they have agreed not to distribute the responsibility between the encumbered farms, and thus they shall all be responsible individually, severally and jointly, for the debt, principal, interests, costs and other credits secured by this deed, all of which is in accordance with article one hundred and seventy of the current Mortgage Laws.

#### ACCEPTANCE

The appearing party (parties) accept(s) this deed as written, after I, the Notary, have given him (them) the pertinent legal warnings.

So the party (parties) state and execute before me, the authorizing Notary, after waiving his (their) right to request the presence of witnesses, of which right I informed him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents and place his (their) initials on each page of this deed, including the last one, and they all sign it before me, the authorizing Notary, who bears witness to everything stated herein.

SIGNED BY: PEDRO TORRES FELICIANO AND BRUNILDA VERA RIVERA.  
INITIALS IN THE MARGIN.

Signed, sealed, stamped and endorsed. SERAFIN ROSADO SANTIAGO. The applicable Sales Tax and Notary Tax seals have been cancelled. This is a true and exact copy of the original deed filed under the number indicated in the protocol of public instruments of this Notary office in my charge and to which I refer. In witness whereof and for delivery to the United States of America, as one of the parties, I issue this certified copy, which I sign, stamp, seal and endorse on the same day, month and year of its execution.

[Signature]

Notary Public

[Seal]

Recorded where indicated in the margin notes next to the description of each farm. Farm #10,372 is encumbered by the mortgage furnished herein. Due to its provenance, farm #8,435 is encumbered by an easement in favor of the Waterlines and Sewers Authority (and to a mortgage for \$12,000.00 in favor of the Puerto Rico Production Credit Association), that is, also encumbered by two mortgages for \$5,000.00 and \$13,000.00 in favor of the United States of America.

Utuaado, September 23, 1987. Exempt.

[Signature] [Seal]

Property Recorder

---

\* Translator's note: "*Cuerda*" is an area measurement equivalent to 0.971 acre, 3,930.3956 sq. meters, or 42,291 sq. ft., 1 acre = 1.029

cero punto mil setecientos sesenta y uno cuerda, y en lindes por el NORTE en dos alineaciones irregulares de VEINTIUNO PUNTO CERO DIEZ Y TRECE PUNTO QUINIENTOS SESENTA Y OCHO METROS, ambas con terrenos propiedad del señor Carlos Rivera; por el SUR en dos alineaciones irregulares de DIECISIETE PUNTO CIENTO ONCE Y OCHO PUNTO SEISCIENTOS CUARENTA Y SEIS METROS ambas con terrenos de la finca principal de la cual se segrega; por el ESTE en dos alineaciones irregulares de DOS PUNTO CUATROCIENTOS QUINCE Y DIECINUEVE PUNTO CIENTO SIETE METROS, ambas con una carretera municipal; y por el OESTE en veintipunto quinientos veintitrés metros con terrenos de la finca principal de la cual se segrega.

---Contiene una casa de vivienda de construcción mixta, techada de cinc de una planta.

---Inscrita al folio cien del tomo doscientos cuarenta y seis de Adjuntas, finca número diez mil trescientos setenta y dos, inscripción segunda.

---B. RUSTICA: Predio de terreno radicado en el barrio Vegas Arriba del término municipal de Adjuntas, Puerto Rico, que tiene una cabida de VEINTICINCO PUNTO CERO OCHO CERO SEIS CUERDAS, equivalentes a nueve hectáreas, ochenta y cinco áreas, setenta y seiscientos y cinco mil trescientos noventa y cuatro diezmiláreas que colindan al NORTE con José B. Barceló; por el SUR con parcela de terreno segregada en el hecho segundo anterior; que lo separa del camino asfaltado; por el ESTE con terrenos de José B. Barceló y por el OESTE con Juan Negrón, Efraín Luciano y Héctor de Jesús.

---Inscrita al folio ciento veintiocho del tomo doscientos dieciocho de Adjuntas, finca número ocho mil cuatrocientos treinta y cinco, inscripción tercera.

---Adquirió el prestatario la finca descrita bajo la letra A por compra a Don Pedro Torres Santiago y su esposa Doña María Feliciano, y la finca B por compra a Don Jaime Barceló López y su esposa Doña Myrna Socorro Sosa Ortiz, según consta de la escritura número seis y ciento cuarenta y ocho-----de fecha siete de febrero de milnovecientos ochenta y cinco y dieciséis de septiembre de mil novecientos ochenta y siete, otorgadas en la Ciudad de Adjuntas, Puerto Rico, ante el notario Ramón Mercado López y el notario fedatario, respectivamente.

---La finca A se encuentra libre de cargas y gravámenes y la finca B se encuentra afecta a hipotecas por dos mil dólares (\$2,000.00) y por trece mil dólares (\$13,000.00), respectivamente a favor de Los Estados Unidos de América.

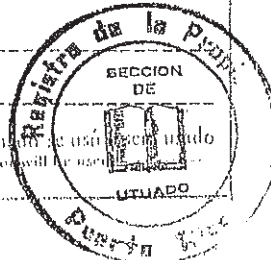
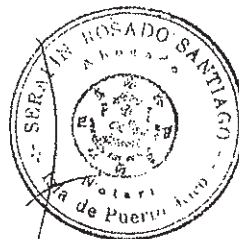
DUODECIMO: Que comparecen en la presente escritura como Deudores Hipotecarios TWELFTH: The parties appearing in the present deed as Mortgagors

carlos DON PEDRO TORRES FELICIANO y su esposa DONA BRUNILDA VERA RIVERA, mayores de edad, propietarios y vecinos de Adjuntas, Puerto Rico, seguro social número [REDACTED] cuya dirección postal es: apartado trescientos noventa y seis, Adjuntas, Puerto Rico cero cero seis cero uno.

DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será usado THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used

Folio 100  
Tomo 246  
Fca. Núm. 10322  
Inscrip. 4<sup>a</sup>

Folio 128<sup>u.s.</sup>  
Tomo 218  
Fca. Núm. 8435  
Inscrip. 5<sup>ta</sup>



Forma (mita) 427-1 (2) PR  
(Rev. 10-82)

para la agricultura y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair and improvement of the physical

físicas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construida, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

opción el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) heretofore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prós-  
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El dador hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).  
representatives, in favor of mortgagee (Farmers Home Administration).

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro  
any Homestead right (Homestead) that presently or in the future

podiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

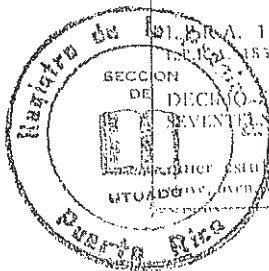
(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31)  
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31)

1969 A. 1851)  
1969 A. 1851)

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-  
SEVENTEENTH: Mortgagee and mortgagor agree that any

cualquier estufa, horno, calentador comprado o financiado total o parcialmente con  
any oven, water heater, purchased or financed completely or partially with

1969 A. 1851)  
1969 A. 1851)



fondos del préstamo aquí garantizado, se considerará e interpretará como una parte  
 funds of the loan hereinafter guaranteed, shall be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
 of the property encumbered by this Mortgage.

---DECIMO OCTAVO: Por tratarse de un préstamo de re-  
 cursos limitados, según indicado en el pagaré, el Go-  
 bierno puede cambiar el por ciento de interés de acuerdo  
 con los reglamentos de la Administración de Hogares de  
 Agricultores.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
 NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
 on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
 consent in writing of mortgagee in accordance with present regulations

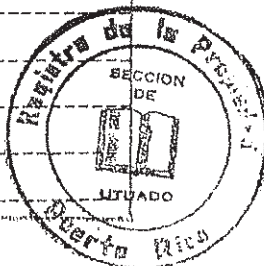
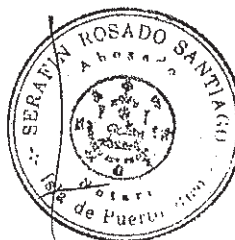
sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y  
 or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
 local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
 these types of loans.

VIGESIMO: El importe del préstamo aquí consignado se  
 usará para la compra de una finca de veinticinco cuerdas  
 ochocientos seis diezmilésimas de otra localizadas en  
 el barrio Vegas Arriba de Adjuntas, y mejoras a la misma.  
 Se tomará en garantía el solar y casa de vivienda loca-  
 lizado en el barrio Vegas Arriba de Adjuntas.

VIGESIMO PRIMERO: Manifiestan además los comparecientes  
 en esta escritura que por tratarse de un préstamo para  
 fines agrícolas han acordado en no distribuir la respon-  
 sabilidad entre las fincas gravadas y por lo tanto todas  
 responderán por separado solidaria y mancomunadamente  
 de la deuda, principal, intereses, costas y demás cré-  
 ditos garantizados por esta escritura, todo ello con-  
 forme al Artículo ciento setenta de la vigente Ley  
 Hipotecaria.





Forma FIAIA 427-1(S) PR  
(Rev. 10-82)

ACEPTACION  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.  
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(ies) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FATII de todo el contenido de esta escritura.  
FATII to everything contained in this deed.-----

FIRMADO POR: PEDRO TORRES FELICIANO Y BRUNILDA VERA--  
RIVERA-----

AL MARGEN INICIALES.-----

firmado, signado, sellado y rubricado: SERAFÍN ROSADO  
SANTIAGO. Se encuentran cancelados los correspondientes sellos  
de Rentas Internas e Impuestos Notarial. Concuera bien y fiel-  
mente con la escritura Matriz que bajo el número indicado abra en  
el protocolo de instrumentos públicos de esta notaría a mi cargo, y  
y a que me remito. En 16 de mayo y para entregar a LOS ESTADOS  
UNIDOS DE AMERICA---  
copla certificada, que an  
el mismo día, mes y año  
encada, explico, la presenta  
me, signo, sello y rubrica  
ento.....

*Brunilda Vera*  
Abogado-Notario  
A





[Translator's note: A hand written note at the foot of the last page reads as follows:]  
8/12/88 [Signature]  
Mortgage of the P.R. Production cancelled by loan to F.L.B.

### CERTIFICATE

I hereby certify that the attached Voluntary Mortgage is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 18<sup>th</sup> day of March of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
18<sup>th</sup> day of March of 2005.

  
Signature

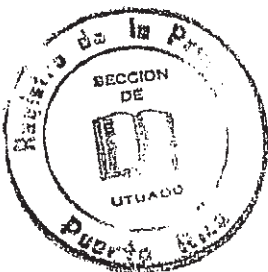
Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

Inscrita donde se indica en los márgenes al margen de cada descripción de cada finca. La finca # 10372 se halla afectada a la hipoteca que se constituye mediante este documento. La finca # 2435, se halla sujeta por su procedencia a una servidumbre a favor de la Autoridad de Acueductos y Alcantarillados y a una hipoteca por \$12,000.00 a favor de Puerto Rico Production Credit Association, y por sí, afecta a dos hipotecas por \$5,000.00 y \$13,000.00 a favor de Estados Unidos de América. Votado a 23 de septiembre de 1987.

Exenta

Jos. M. de Igues  
Registradora



8/12/88 *Jos. M. de Igues*

# CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

*Juan M. Ortiz Serbiá*

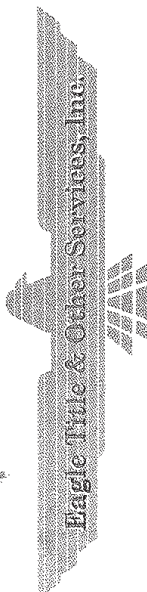
Juan M. Ortiz Serbiá  
State Executive Director

## TITLE SEARCH

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143  
estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



CLIENT: JOSÉ ANTONIO MARTÍNEZ HERNÁNDEZ

REF: 1521.210

BY: TAIMARY ESCALONA

**PROPERTY NUMBER:** 8,435, recorded at page 126 of volume 218 of Adjuntas, Registry of the Property of Utuado, Puerto Rico.

**DESCRIPTION:** (As it is recorded in the Spanish language)

**RÚSTICA:** Predio de terreno radicado en el Barrio Vegas Arriba de Adjunta, Puerto Rico, que tiene una cabida de **veinticinco punto cero ocho cero seis cuerdas, equivalentes a nueve hectáreas ochenta y cinco áreas setenta y seis centiáreas y cinco mil trescientos noventa y cuatro diezmilésimas** que colinda al **NORTE**, con José B. Barceló; por el **SUR**, con parcela de terreno segregada en el hecho segundo anterior, que lo separa del camino asfaltado; por el **ESTE**, con terrenos de José B. Barceló; y por el **OESTE**, con Juan Negrón, Efraín Luciano y Héctor De Jesús.

Este es el remanente de la finca luego de segregados 1.2694 cuerdas.

**ORIGIN:**

It is segregated from property number 1,608, recorded at page 110, volume 100 of Adjuntas.

**TITLE:**

This property is registered in favor of JOSÉ ANTONIO MARTÍNEZ HERNÁNDEZ and his wife IVELISSE RAMONA COLÓN GUTIÉRREZ, who acquired it by purchase from Pedro Torres Feliciano and his wife Brunilda Vera Rivera, at a price of \$103,525.95, pursuant to deed #24, executed in Adjuntas, Puerto Rico, on March 26, 1998, before Serafin Rosado Santiago Notary Public, recorded at overleaf of page 130 of volume 217 of Adjuntas, property number 8,435, 7<sup>th</sup> inscription.

**LIENS AND ENCUMBRANCES:**

I. By reason of its origin this property is encumbered by the following:

Easement in favor of Autoridad de Fuentes Fluviales  
Easement in favor of Autoridad de Acueductos y Alcantarillados

II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** Constituted by Pedro Torres Feliciano and his wife Brunilda Vera Rivera, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$69,000.00, with 5% annual interests, due on 40 years, constituted by deed #149, executed in Adjuntas, Puerto Rico, on September 16, 1987, before Serafin Rosado Santiago Notary Public, recorded at overleaf of page 128 of volume 218 of Adjuntas, property number 8,435, 5<sup>th</sup> inscription. It is not distributed the responsibility of mortgage.

2. Reamortized and modified the mortgage of 5<sup>th</sup> inscription as follows: The amount due at June 7, 1989, amounts to \$73,933.34, with 5% annual interests, due on June 7, 2027, constituted by deed #51, executed in Adjuntas, Puerto Rico, on June 7, 1989, before Jaime L. Pérez Notary Public, recorded at overleaf of page 129 of volume 218 of Adjuntas, property number 8,435, 6<sup>th</sup> inscription.

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PAGE #2  
PROPERTY #8,435

3. Reamortized and modified the mortgage of 5<sup>th</sup> inscription as follows: The amount due at March 26, 19998, amounts to \$103,525.95, with 5% annual interests, due on 40 years, constituted by deed #24, executed in Adjuntas, Puerto Rico, on March 26, 1998, before Serafin Rosado Santiago Notary Public, recorded at overleaf of page 130 of volume 217 of Adjuntas, property number 8,435, 7<sup>th</sup> inscription.
4. **MORTGAGE:** Constituted by Pedro Torres Feliciano and his wife Brunilda Vera Rivera, in favor of United States of America, in the original principal amount of \$30,000.00, with 5% annual interests, due on 7 years, constituted by deed #25, executed in Adjuntas, Puerto Rico, on May 26, 1988 (**as it appears**), before Serafin Rosado Santiago Notary Public, recorded at overleaf of page 130 of volume 218 of Adjuntas, property number 8,435, 7<sup>th</sup> inscription.
5. Agriculture farm crops restitution agreement in favor of United States of America, in the amount of \$30,000.00 from 1998 to the year 2005, constituted by deed #26, executed in Adjuntas, Puerto Rico, on March 26, 1998, before Serafin Rosado Santiago Notary Public, recorded at overleaf of page 181 of volume 276 of Adjuntas, property number 8,435, 8<sup>th</sup> and last inscription.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to October 25<sup>th</sup>, 2019.

**NOTICE:** The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees when entering the data in the system.

**EAGLE TITLE AND OTHER SERVICES, INC.**

Authorized signature

mcr/dm/F



I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on October 25<sup>th</sup>, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 12 day of march of 2019.



Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4252.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 12 day of march of 2019.

  
NOTARY PUBLIC



FORM APPROVED  
OMB NO. 0575-0086

Form FmHA 1965-13 (Rev. 7-94)  UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION  ASSUMPTION AGREEMENT (FARMER PROGRAM LOANS)	Case No. 63-35-596072255
	Type of Loan  FO (41-02) (Specify)  <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Insured

THIS AGREEMENT dated March 26, 1998, between the United States of America, acting through the Farmers Home Administration (called the "Government"), and JOSE A. MARTINEZ HERNANDEZ and IVELISSE RAMONA COLON GUTIERREZ (called the "assuming parties"), whose post office address is BOX 744 ADJUNTAS, P. R. 00601.

BECAUSE the Government is the holder or insurer of loan(s) evidenced by certain debt instrument(s) executed by the present debtor(s) PEDRO TORRES FELICIANO and BRUNILDA VERA RIVERA

Case number \_\_\_\_\_, and identified as follows:

TABLE I						
Instrument	Executed	Principal Amount	Unpaid on Date Hereof		Int. Rate	Ins. Chg. Rate
			Principal	Accrued Interest		
PROMISSORY NOTE	9/16/87	\$69,000.00	\$69,000.00	-	5%	
ASSUMPTION AGREEMENT	3/26/98	\$103,525.95	\$71,921.57	\$ 31,604.38	5%	

BECAUSE in connection with such loan(s) the following-described security instrument(s) were taken on property described therein and located in Adjuntas County, State of Puerto Rico

TABLE II				
Instrument	Executed	Office Where Recorded or Filed	Book, Volume, or Document	Page
MORTGAGE DEED	9/16/87	Utuado, PR	Book 128 Farm No. 8435	218
Assumption Deed	3/26/98	Utuado, PR	Farm No. 8435	

Public reporting for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget Paperwork Reduction Project, (OMB No. 0575-0086), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to FmHA only.



THEREFORE, in consideration of (i) the assumption of indebtedness as herein provided, and (ii) the Government's consent to such assumption and to any accompanying conveyance or transfer of security property to the assuming parties, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government or to the order of the insured lender through the Government if and when an insured lender is the holder of said debt instrument(s), at the office of the Farmers Home Administration shown below, the amounts, and at the times, specified in the following subparagraph (a) or (b) designated by an X in the appropriate block:

(a) ☐ THE SUM OF \_\_\_\_\_ dollars

(\$ \_\_\_\_\_), plus INTEREST on the UNPAID PRINCIPAL at the rate of \_\_\_\_\_ PERCENT

(\_\_\_\_\_%) PER ANNUM, in \_\_\_\_\_ installments as follows:

\$ \_\_\_\_\_ on \_\_\_\_\_, 19 \_\_\_\_\_,

and \$ \_\_\_\_\_ thereafter on the \_\_\_\_\_ of each \_\_\_\_\_ until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced

hereby, if not sooner paid, shall be due and PAYABLE \_\_\_\_\_ (\_\_\_\_\_) YEARS from the DATE of this assumption agreement.

(b) ☒ Of the entire unpaid indebtedness under said debt and security instrument(s), the sum of SEVENTY ONE THOUSAND HUNDRED TWENTY ONE and 57/100 dollars (\$ 71,921.57) principal, with interest thereon at the

rate of FIVE (5) percent per annum from the date hereof, plus THIRTY ONE THOUSAND SIX HUNDRED FOUR AND 38/100

dollars (\$ 31,604.38) accrued interest as of the date hereof, without interest thereon, which accrued interest is included to the first installment written below. The principal and interest shall be due and payable as follows:

\$ 1.00 on 01/01/99 \$ 1.00 on 01/01/2000 \$ 1.00 on 01/01, 2001

\$ 1.00 on 01/01/2002 \$ 1.00 on 01/01/2003 \$ 7,030.00 on 01/01/, 2004

\$ N/A on \_\_\_\_\_, 19 \_\_\_\_\_ \$ N/A on \_\_\_\_\_, 19 \_\_\_\_\_ \$ N/A on \_\_\_\_\_, 19 \_\_\_\_\_

\$ N/A on \_\_\_\_\_, 19 \_\_\_\_\_ \$ N/A on \_\_\_\_\_, 19 \_\_\_\_\_ \$ N/A on \_\_\_\_\_, 19 \_\_\_\_\_

\$ N/A on \_\_\_\_\_, 19 \_\_\_\_\_ \$ N/A on \_\_\_\_\_, 19 \_\_\_\_\_ \$ N/A on \_\_\_\_\_, 19 \_\_\_\_\_

and \$ 7,030.00 thereafter on January 1st of each year until the indebtedness hereby assumed is paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner, shall be due and payable on or before, March 26, 192038

2. Payments shall be applied in accordance with the accounting procedures of the Farmers Home Administration.

3. If this assumption evidences a limited resource loan, the Government may CHANGE THE RATE OF INTEREST in accordance with the regulations of the Farmers Home Administration, not more often than quarterly by giving the borrower thirty (30) days prior written notice to the borrower's last known address.

4. The provisions of said debt and security instrument(s) and of any outstanding agreements executed or assumed by the present debtors pertinent thereto, shall except as modified herein, remain in full force and effect, and the assuming parties hereby assume the obligations of and agree to be bound by and to comply with all covenants, agreements and conditions contained in said instrument(s) and agreements, except as modified herein, the same as if they had executed them as of the dates thereof as principal obligors, including any obligation to pay the Government an insurance charge in addition to interest, if as provided in such instrument(s). Any provisions of the debt and security instrument(s) which require (a) that the borrower occupy the FmHA financed dwelling, (b) live on and operate the FmHA financed farm or (c) graduate to other sources of credit, will not apply to assumptions by an ineligible transferee.

5. This agreement shall be subject to present regulations of the Farmers Home Administration and its future regulations which are not inconsistent with the express provisions hereof.

6. When the loan(s) hereby assumed is held by an insured lender, prepayments made by the assuming parties may, except for final payment, be retained by the Government and remitted to the holder on an annual installment due date basis or other basis established by Farmers Home Administration regulation. Final payment will be remitted promptly. The effective date of every payment made by the assuming parties shall be the date the payment is made by them. The Government will pay the interest to which the holder is entitled accruing between the effective date of the payment and the date of the Treasury check to the holder.

ASSUMING PARTIES:

JOSE A. MARTINEZ HERNANDEZ (Borrower)  
IVELISSE R. COLON GUTIERREZ (Co-Borrower)

UNITED STATES OF AMERICA

RAFAEL L. RODRIGUEZ  
 Credit Manager

(Title)

FARMERS HOME ADMINISTRATION

22 MUÑOZ RIVERA ST.

ADJUNTAS, P. R. 00601  
 (Office Address)

CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

Juan M. Ortiz Serbiá  
 State Executive Director

LEGAL FIRM AND NOTARY OFFICES  
SERAFIN ROSADO SANTIAGO  
ATTORNEY- NOTARY  
CALLE SANTA ANA #7,  
ADJUNTAS, PUERTO RICO  
TEL. 829-4130 / 829-4970 FAX 829-4130

NUMBER: 24

DEED OF LIQUIDATION OF MORTGAGE LOAN, SALE, DEBT RECOGNITION,  
MORTGAGE LOAN MODIFICATION AND RELEASE

EXECUTED BY

MR. PEDRO TORRES FELICIANO AND MRS. BRUNILDA VERA RIVERA

TO: MR. JOSE ANTONIO MARTINEZ HERNANDEZ AND MRS. IVELISSE  
RAMONA COLON GUTIERREZ

IN ADJUNTAS, P.R., ON MARCH 26, 1998

[A stamp that reads:]  
Recorded as entry: 203  
Volume: 295  
Time: 8:10 a.m.  
Date: April 1, 1998  
Property Records of Utuado

DEED NUMBER TWENTY-FOUR  
LIQUIDATION OF MORTGAGE LOAN, SALE, DEBT RECOGNITION, MORTGAGE  
LOAN MODIFICATION AND RELEASE

In the city of Adjuntas, in the Commonwealth of Puerto Rico, on March twenty-six,  
nineteen ninety-eight,

IN MY PRESENCE

SERAFIN ROSADO SANTIAGO, Attorney and Notary Public for the Commonwealth  
of Puerto Rico, with residence and offices in the city of Adjuntas, Puerto Rico,

THERE NOW APPEAR

AS ONE PARTY, AS SELLERS: MR. PEDRO TORRES FELICIANO, and his wife,  
MRS. BRUNILDA VERA RIVERA, both of legal age, property owners and residents of  
Adjuntas, Puerto Rico, whose Social Security numbers are [REDACTED] and [REDACTED]  
[REDACTED] respectively.

AS THE OTHER PARTY, AS BUYERS: MR. JOSE ANTONIO MARTINEZ  
HERNANDEZ, and his wife, MRS. IVELISSE RAMONA COLON GUTIERREZ, both  
of legal age, property owners and residents of Adjuntas, Puerto Rico, whose Social  
Security numbers are [REDACTED] and [REDACTED] respectively.

AS THE THIRD PARTY, AS MORTGAGEE: THE UNITED STATES OF AMERICA,  
acting herein through the Administrator of the Farmers Home Administration, in  
accordance with the dispositions of the Congress law titled "Consolidated Farmers Home  
Administration Act of Nineteen Sixty-One", as amended, with headquarters in  
Washington, District of Columbia, United States of America, represented herein by  
MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, also known as RAFAEL L.  
RODRIGUEZ, and as RAFAEL RODRIGUEZ, who is of legal age, married to Suzette  
Marie Sánchez-Vahamonde Rivera; he is employed and a resident of Jayuya, Puerto  
Rico, in his capacity as County Supervisor of the Adjuntas office and whose credentials  
appear duly recorded in the Property Registry. The employer identification number is [REDACTED]  
[REDACTED]

I BEAR WITNESS to my personal acquaintance of the parties and to their statements  
regarding their personal information. They assure me that they have and, in my judgment  
they do have, the necessary legal capacity to execute this deed and thus, freely and  
voluntarily,

THEY DECLARE

FIRST: That the SELLERS are the owners of the following properties:

A. RUSTICA: Predio de terreno radicado en el Barrio Vegas Arriba del municipio de Adjuntas, Puerto Rico, con una cabida de SEISCIENTOS NOVENTA Y SEIS PUNTO DOS MIL DOSCIENTOS TREINTA METROS CUADRADOS, equivalentes a cero punto mil setecientos setenta y una cuerda, y en lindes por el NORTE, en dos alineaciones irregulares de veintiuno punto cero diez y trece punto quinientos sesenta y ocho metros, ambas con propiedad del señor Carlos Rivera; por el SUR, en dos alineaciones irregulares de diecisiete punto ciento once y ocho punto seiscientos cuarenta y seis metros, ambas con terrenos de la finca principal de la cual se segrega; por el ESTE, en dos alineaciones irregulares de dos punto cuatrocientos quince y diecinueve punto ciento siete metros, ambas con una carretera municipal; y por el OESTE, en veinte punto quinientos veintitrés metros con terrenos de la finca principal de la cual se segrega.

Recorded on page one hundred and one, volume two hundred and forty-six of Adjuntas, farm number ten thousand three hundred and seventy-two, fifth recording.

B. RUSTICA: Predio de terreno radicado en el Barrio Vegas Arriba del término municipal de Adjuntas, Puerto Rico, que tiene una cabida de VEINTICINCO PUNTO CERO OCHO CERO SEIS CUERDAS, equivalentes a nueve hectáreas, ochenta y cinco áreas, setenta y seis centiáreas y cinco mil trescientos noventa y cuatro diezmiláreas que colindan por el NORTE, con José B. Barceló; por el SUR, con parcela de terreno segregada en el hecho anterior, que lo separa del camino asfaltado; por el ESTE, con terrenos de José B. Barceló, y por el OESTE, con Juan Negrón, Efraín Luciano y Héctor de Jesús.

Recorded on page one hundred and thirty, volume two hundred and eighteen of Adjuntas, farm number eight thousand four hundred and thirty-five, sixth recording.

#### TITLES AND CHARGES

The SELLERS acquired the described properties as follows: Farm A was acquired through purchase from Pedro Torres Santiago and María Feliciano, pursuant to deed number six, dated March seven, nineteen ninety-five, before the Notary Ramón Mercado López. The SELLERS acquired Farm B through purchase of the same from Jaime Barceló López and Myrna Socorro Sosa Ortiz, pursuant to deed number one hundred and forty-eight, executed in Adjuntas, Puerto Rico on September sixteen, nineteen eighty-seven, before the undersigned Notary.

CHARGES: The charges and/or liens that encumber the properties in question herein are as follows:

A. DECLARATIONS: The parties have been warned of the need to declare everything they know about the charges and/or liens that encumber or might encumber the property. They were also warned about the civil and/or criminal liability of lying or hiding information regarding the charges and/or liens on said properties.

After this was mentioned, the SELLERS state under oath that the aforementioned

properties are encumbered by the following:

A MORTGAGE in favor of the United States of America for the principal amount of SIXTY-NINE THOUSAND DOLLARS (\$69,000.00), pursuant to a promissory note executed on September sixteen, nineteen eighty-seven, pursuant to deed number one hundred and forty-nine, executed on the same day as said promissory note, before the Notary Serafin Rosado Santiago. Said debt was reamortized on June seven, nineteen eighty-nine, pursuant to deed number fifty-one, before the Notary Serafin Rosado Santiago, giving a balance on that date of SEVENTY-THREE THOUSAND NINE HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY-FOUR CENTS (\$73,933.34) and at liquidation on March twenty-six, nineteen ninety-eight had an unpaid balance of ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$103,525.95).

B. DOCUMENTS: According to the documents and titles shown to the Notary, the farms in question herein are encumbered by the aforementioned charges and/or liens.

C. PROPERTY REGISTRY: The parties have been advised of the advantages of providing proof of the charges that encumber the properties according to the Property Registry, through means of a Registry certification or through a title review to be conducted by a qualified investigator or through the verification or direct review by the parties concerned. In addition, they have been advised that the issuance of a Registry certification, or a review, does not close the record, as charges may arise after the date of the said review or certification, and they have also been warned of the possible risks and consequences of not doing so and later having a lien be discovered. They state that they are well informed of all the above and that nevertheless they wish to proceed with the execution of this deed.

THIRD *[sic]*: The SELLERS state that, in order to transfer the farm previously described as letter B to the BUYERS, they requested and obtained the authorization of the mortgagee, the United States of America, acting through the Administrator of the Farmers Home Administration, in accordance with the Congress titled "Consolidated Farmers Home Administration Act of 1961" and regulations approved therein. They also sought liquidation on March twenty-six, nineteen ninety-eight and this gave an unpaid balance of ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$103,525.95), that is, SEVENTY-ONE THOUSAND NINE HUNDRED AND TWENTY-ONE DOLLARS AND FIFTY-SEVEN CENTS (\$71,921.57) of principal plus THIRTY-ONE THOUSAND SIX HUNDRED AND FOUR DOLLARS AND THIRTY-EIGHT CENTS (\$31,604.38) of interests.

FOURTH: That the BUYERS, MR. JOSE ANTONIO MARTINEZ HERNANDEZ AND MRS. IVELISSE RAMONA COLON GUTIERREZ, submitted their candidacy for consideration by the Farmers Home Administration for the receipt of benefits from the Congress law titled "Consolidated Farmers Home Administration Act of 1961" and, after the necessary processing, they qualified to receive said benefits, acquire farm B and



maintain the mortgage.

FIFTH: The SELLERS hereby SELL, CEDE AND TRANSFER to the BUYERS the farm described under letter B, and they thus acquire the property along with all its uses, rights and easements, and without any kind of limitation, such that they may enjoy it as the sole and legal owners.

SIXTH: This transfer is carried out at the convened price of ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$103,525.95), which amount the BUYERS retain in order to satisfy, when due, the mortgage that encumbers the property, pursuant to liquidation today, and the SELLERS extend a receipt of payment.

SEVENTH: The SELLERS are responsible for eviction and cleaning, in accordance with the law.

EIGHTH: The BUYERS herein become and are recognized as the sole and principal payers of the mortgage debt contracted by the SELLERS with the United States of America, and they herein subrogate all their rights and obligations to the United States of America for the total amount of the debt, which, upon liquidation on March twenty-six, nineteen ninety-eight, amounts to ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$103,525.95), that is SEVENTY-ONE THOUSAND NINE HUNDRED AND TWENTY-ONE DOLLARS AND FIFTY-SEVEN CENTS (\$71,921.57) of principal plus THIRTY-ONE THOUSAND SIX HUNDRED AND FOUR DOLLARS AND THIRTY-EIGHT CENTS (\$31,604.38) of interests.

NINTH: The BUYERS, MR. JOSE ANTONIO MARTINEZ HERNANDEZ AND MRS. IVELISSE RAMONA COLON GUTIERREZ, state that they are personally aware of each and every one of the obligations, clauses and stipulations contained in the aforementioned promissory note as well as those contained or mentioned in the mortgage deed, and they hereby, clearly, solemnly and absolutely agree to fulfill each and every one of said obligations, clauses and stipulations, as if they were the original executors. They also agree to uphold the rules and regulations that govern these types of loan granted by the Farmers Home Administration and/or the Administrator of the Farmers Home Administration and/or the Secretary of Agriculture of the United States of America, in conformance with the dispositions of the Congress law "Consolidated Farmers Home Administration Act of 1961" and as a result, they release MR. JOSE ANTONIO MARTINEZ HERNANDEZ AND MRS. IVELISSE RAMONA COLON GUTIERREZ *[sic]* from all obligations pertaining to said loan, promissory notes and mortgages.

MODIFICATION OF PAYMENT OF  
PROMISSORY NOTE AND MORTGAGE

TENTH: The appearing party, MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, in the capacity he bears, states that, as the BUYERS, MR. JOSE ANTONIO MARTINEZ HERNANDEZ AND MRS. IVELISSE RAMONA COLON GUTIERREZ, have qualified to receive benefits from the Congress law "Consolidated Farmers Home Administration Act of 1961", he has agreed to modify the form of payment of the installments set forth in the promissory note and in the mortgage as follows:

The amount of this promissory note and the mortgage securing it, liquidated on March twenty-six, nineteen ninety-eight, had an unpaid balance of ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$103,525.95), with interest at the rate of FIVE PERCENT (5%) per annum; as of today, it shall accrue interest at the rate of FIVE PERCENT (5%) per annum and shall be paid as follows:

ONE DOLLAR (\$1.00) on or before January first, nineteen ninety-nine; ONE DOLLAR (\$1.00) on or before January first, two thousand; ONE DOLLAR (\$1.00) on or before January first two thousand and one; ONE DOLLAR (\$1.00) on or before January first two thousand and two; SEVEN THOUSAND AND THIRTY DOLLARS (\$7,030.00) on or before January first two thousand and three, and SEVEN THOUSAND AND THIRTY DOLLARS (\$7,030.00) on or before every January first subsequently thereafter, starting on January first, two thousand and three, until the principal and interests are paid in full, except for the final payment of the debt evidenced herein, which, if not paid sooner, shall be due and payable forty years as of today, March twenty-six, nineteen ninety-eight.

ELEVENTH: The appearing party, MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage and assures me it has not been negotiated or encumbered in any way by the current owner and holder, the United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to attach to the back of said promissory note the following note:

"The amount of this promissory note and the mortgage securing it, liquidated on March twenty-six, nineteen ninety-eight, had an unpaid balance of ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$103,525.95), with interest at the rate of FIVE PERCENT (5%) per annum; as of today, it shall accrue interest at the rate of FIVE PERCENT (5%) per annum and shall be paid as follows:

ONE DOLLAR (\$1.00) on or before January first, nineteen ninety-nine; ONE DOLLAR (\$1.00) on or before January first, two thousand; ONE DOLLAR (\$1.00) on or before January first two thousand and one; ONE DOLLAR (\$1.00) on or before January first two thousand and two; SEVEN THOUSAND AND THIRTY DOLLARS (\$7,030.00) on or before January first two thousand and three, and SEVEN THOUSAND AND THIRTY DOLLARS (\$7,030.00) on or before every January first subsequently thereafter, starting on January first, two thousand and three, until the principal and interests are paid in full, except for the final payment of the debt evidenced herein, which, if not paid sooner, shall be due and payable forty years as of today, March twenty-six, nineteen ninety-eight, pursuant to Deed of Liquidation of Mortgage Loan, Sale, Debt Recognition, Mortgage

Modification and Partial Mortgage Release number twenty-four, executed before the Notary Serafin Rosado Santiago in Adjuntas, Puerto Rico, on March twenty-six, nineteen ninety-two *[sic]*. I BEAR WITNESS. SIGNED, STAMPED, SEALED AND ENDORSED. SERAFIN ROSADO SANTIAGO, NOTARY PUBLIC."

Once the note is signed and attached, I return them to the appearing party, MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, in the capacity he bears.

TWELFTH: As this is for a Limited Resources loan, as indicated in the promissory note, the Government may change the interest rate, in accordance with Farmers Home Administration regulations.

THIRTEENTH: For the purposes of the first sale to be transacted in case of foreclosure of this mortgage, the mortgagors, in accordance with the dispositions of Article one hundred and twenty-seven of the current Mortgage Laws, do hereby appraise farm B, described in the first paragraph, in the amount of ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$103,525.95) with interest at the rate of FIVE PERCENT (5%) per annum; as of today, it shall accrue interest at the rate of FIVE PERCENT (5%) per annum and shall be paid as follows:

ONE DOLLAR (\$1.00) on or before January first, nineteen ninety-nine; ONE DOLLAR (\$1.00) on or before January first, two thousand; ONE DOLLAR (\$1.00) on or before January first two thousand and one; ONE DOLLAR (\$1.00) on or before January first two thousand and two; SEVEN THOUSAND AND THIRTY DOLLARS (\$7,030.00) on or before January first two thousand and three, and SEVEN THOUSAND AND THIRTY DOLLARS (\$7,030.00) on or before every January first subsequently thereafter, starting on January first, two thousand and three, until the principal and interests are paid in full, except for the final payment of the debt evidenced herein, which, if not paid sooner, shall be due and payable forty years as of today, March twenty-six, nineteen ninety-eight.

#### PARTIAL MORTGAGE RELEASE

FOURTEENTH: That, as the SELLERS, MR. JOSE ANTONIO MARTINEZ HERNANDEZ AND MRS. IVELISSE RAMONA COLON GUTIERREZ, requested the partial release from the mortgage in the amount of SIXTY-NINE THOUSAND DOLLARS (\$69,000.00) from the mortgagee, which was the amount for which the original promissory note was executed, and which was liquidated *[sic]* on June seven, nineteen eighty-nine for the amount of SEVENTY-THREE THOUSAND NINE HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY-FOUR CENTS (\$73,933.34) and which today, on March twenty-six, nineteen ninety-eight, has been liquidated for the amount of ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$103,525.95), and which encumbers farm A, described in the preceding first paragraph, consisting of SIX HUNDRED AND NINETY-SIX POINT TWO THOUSAND TWO HUNDRED AND THIRTY SQUARE METERS, equivalent to zero point seven

thousand seven hundred and seventy-one *cuerdas*\*, and considering the value of farm B, which consists of TWENTY-FIVE POINT. ZERO EIGHT ZERO SIX *CUERDAS*\*, equivalent to nine hectares, eighty-five ares, seventy-six centiares and five thousand three hundred and ninety-four ten miliares, he has hereby agreed to and does hereby PARTIALLY CANCEL the mortgage securing the aforementioned promissory note in the amount of SEVENTY-THREE THOUSAND NINE HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY-FOUR CENTS (\$73,933.34) and thus said plot has been released from all liens, and he wishes and agrees to have this partial cancellation recorded in the Property Records for all legal purposes. Additionally, each and every one of the clauses, conditions and stipulations contained in the original promissory note and in the aforementioned mortgage remain in effect for farm B.

For the record, the aforementioned release has been recorded in the original promissory note in an annotation that reads as follows: "The property measuring SIX HUNDRED AND NINETY-SIX POINT TWO THOUSAND TWO HUNDRED AND THIRTY SQUARE METERS, equivalent to zero point seven thousand seven hundred and seventy-one *cuerdas*\*, and which is recorded on page one hundred and one, volume two hundred and forty-six of Adjuntas, farm number ten thousand three hundred and seventy-two, fifth recording, has been RELEASED from the mortgage represented by this promissory note. The mortgage continues in effect for farm B, previously described herein under the first paragraph. I BEAR WITNESS. In Adjuntas, Puerto Rico, on October eight, nineteen ninety-eight. . SIGNED, STAMPED, SEALED AND ENDORSED. SERAFIN ROSADO SANTIAGO, NOTARY PUBLIC." Once this annotation has been attached, I return the aforementioned promissory note to the mortgagee, in the capacity he bears.

After reading and understanding it, the parties accept this deed as written, as it conforms to their agreement. I, the Notary to everything contained in this deed, have given them the pertinent legal warnings, all in one proceeding, and, well informed, they execute it and place their initials in the margin of each and every page. I, the Notary, BEAR WITNESS to everything contained in this public document.

INITIALS IN THE MARGIN.

SIGNED BY: PEDRO TORRES FELICIANO, BRUNILDA VERA RIVERA, JOSE ANTONIO MARTINEZ HERNANDEZ, IVELISSE RAMONA COLON GUTIERREZ AND RAFAEL LUIS RODRIGUEZ MARTINEZ.

SIGNED, STAMPED, SEALED AND ENDORSED: SERAFIN ROSADO SANTIAGO, NOTARY PUBLIC. The applicable Sales Tax seal is cancelled and attached, along with the Notary Tax seal. This is a true and exact copy of the original filed under the indicated number in the protocol of public deeds of this Notary office under my charge, and to which I refer. Attesting to which and for delivery to the United States of America, one of

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\* Translator's note: "*Cuerda*" is an area measurement equivalent to 0.971 acre, 3,930.3956 sq. meters, or 42,291 sq. ft., 1 acre = 1.029.

the parties concerned. I issue this certified copy, which I authorize with my signature, stamp, seal and endorsement, on the same day, in the same month and year of its execution. This deed consists of six pages.

[Signature]

NOTARY PUBLIC

[Seal]

Recorded where indicated in the margin notes next to the description of each of the farms. Charges: Farm #10.372 is free of charges. Due to its provenance, farm #8,435 is encumbered by an easement to the Water Lines and Sewers Authority of Puerto Rico, and to a mortgage securing a promissory note to the United States of America in the amount of \$69,000.00, which was modified pursuant to this entry.

Utuaado, April 22, 1998

Fees: \$376.50

No. 1-2 [illegible]

[Signature]

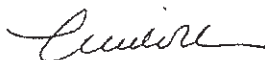
Property Recorder

[Seals]

## CERTIFICATE

I hereby certify that the attached Deed of Liquidation of Mortgage Loan, Sale, Debt Recognition and Mortgage Loan Modification and Release is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 18<sup>th</sup> day of March of 2005.



Nicole Harris

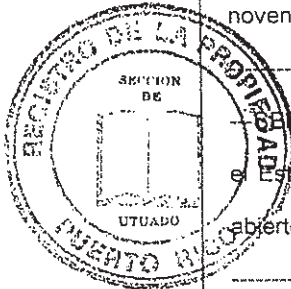
WITNESS my hand and official seal hereto affixed this  
18<sup>th</sup> day of March of 2005.

  
Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06





diop

-----ESCRITURA NUMERO VEINTICUATRO-----

-----LIQUIDACION DE PRESTAMO HIPOTECARIO,-----

--COMPRVENTA, RECONOCIMIENTO DE OBLIGACION, MODI-

---FICACION DE PRESTAMO HIPOTECARIO, Y LIBERACION-----

---En la ciudad de Adjuntas, del Estado Libre Asociado de Puerto Rico, a los veintiséis días del mes de marzo de mil novecientos noventa y ocho,-----

-----ANTE MI-----

---SERAFIN ROSADO SANTIAGO: Abogado y Notario Público en el Estado Libre Asociado de Puerto Rico, con residencia y estudio abierto en la Ciudad de Adjuntas, Puerto Rico.-----

-----COMPARECEN-----

---DE UNA PARTE, COMO VENDEDORES: DON PEDRO TORRES FELICIANO y su señora esposa DOÑA BRÚNILDA VERA RIVERA, mayores de edad, propietarios, vecinos de Adjuntas, Puerto Rico, y cuyos respectivos números de seguro social son: 4-----

---DE LA OTRA PARTE, COMO COMPRADORES: DON JOSE ANTONIO MARTINEZ HERNANDEZ y su señora esposa DOÑA IVELISSE RAMONA COLON GUTIERREZ, mayores de edad, propietarios, y vecinos de Adjuntas, Puerto Rico, y cuyos respectivos números de seguro social son: 8 y-----

---DE LA TERCERA PARTE, COMO ACREEDOR HIPOTECARIO:-  
LOS ESTADOS UNIDOS DE AMERICA, actuando por conducto y a través del Administrador de la Administración de Hogares de Agricultores, a tenor de las disposiciones de la ley del Congreso titulada "Consolidated Farmer's Home Administration Act of mil novecientos sesenta y uno", según enmendada, con oficinas principales en Washington, Distrito de Colombia, Estados Unidos de América.



representado en este acto representado en este acto por DON  
**RAFAEL LUIS RODRIGUEZ MARTINEZ**, conocido por RAFAEL L.  
 RODRIGUEZ Y RAFAEL RODRIGUEZ, mayor de edad, casado con  
 Suzette Marie Sánchez-Vahamonde Rivera, empleado y vecino de  
 Jayuya, Puerto Rico, en su carácter de Supervisor Local de la  
 oficina de Adjuntas, cuyo carácter consta debidamente acreditado  
 en el Registro de la Propiedad. Seguro Patronal es 8

FE-----

Y del conocimiento personal de los comparecientes y por sus  
 dichos de sus circunstancias personales. Me aseguran tener y a mi  
 juicio tienen la capacidad legal necesaria para el otorgamiento de la  
 presente escritura y en su virtud libre y voluntariamente:-----

EXPONEN-----

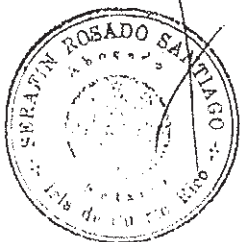
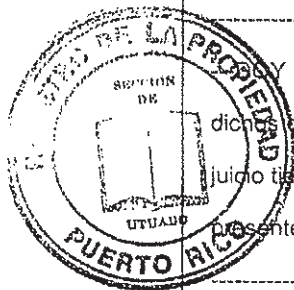
PRIMERO-----

---Que la parte vendedora es dueña de las siguientes propiedades: -

---A: RUSTICA: Parcela radicada en el barrio Vegas Arriba del  
 municipio de Adjuntas, con una cabida de **SEISCIENTOS  
 NOVENTA Y SEIS PUNTO DOS MIL DOSCIENTOS TREINTA  
 METROS CUADRADOS**, equivalentes a cero punto mil setecientos  
 setenta y una cuerda, y en linderos por el NORTE, en dos  
 alineaciones irregulares de veintiuno punto cero diez y trece punto  
 quinientos sesenta y ocho metros, ambas con terrenos propiedad  
 del señor Carlos Rivera; por el SUR, en dos alineaciones irregulares  
 de diecisiete punto ciento once y ocho punto seiscientos cuarenta y  
 seis metros, ambas con terrenos de la finca principal de la cual se  
 segrega; por el ESTE en dos alineaciones irregulares de dos punto  
 cuatrocientos quince diecinueve punto ciento siete metros, ambas  
 con una carretera municipal; y por el OESTE, en veinte punto  
 quinientos veintitrés metros con terrenos de la finca principal de la  
 cual se segrega.-----

--Inscrita al folio ciento uno del tomo doscientos cuarenta y seis de  
 Adjuntas, finca número diez mil trescientos setenta y dos,  
 inscripción quinta.-----

---B: RUSTICA: Predio de terreno radicado en el barrio Vegas  
 Arriba del término municipal de Adjuntas, Puerto Rico, que tiene una  
 cabida de **VEINTICINCO PUNTO CERO OCHO CERO SEIS  
 CUERDAS**, equivalentes a nueve hectáreas, ochenta y cinco áreas,  
 setenta y seis centiáreas, y cinco mil trescientos noventa y cuatro  
 diezmiláreas que colindan al NORTE, con José B. Barceló; por el  
 SUR, con parcela de terreno segregada en el hecho segundo  
 anterior, que lo separa del camino asfaltado, por el ESTE, con



Folio 100  
 Tomo 246 Adjuntas  
 Fca. Núm. 10,372  
 Inscrip. nota marginal

Folio 130 vto.  
 Tomo 218 Adj.  
 Fca. Nú. 8,435  
 Inscrip. Final

terrenos de José B. Barceló, y por el OESTE, con Juan Negrón, Efraín Luciano y Héctor de Jesús.-----

---Inscrita al folio ciento treinta del tomo doscientos dieciocho del Adjuntas, finca número ocho mil cuatrocientos treinta y cinco, inscripción sexta.-----

-----TITULOS Y CARGAS-----

---Adquirieron los vendedores las descritas propiedades de la siguiente forma: la finca descrita bajo la letra "A" por compra a

Pedro Torres Santiago y María Feliciano, según surge de la escri-

tura número seis, de fecha siete de febrero de mil novecientos ochenta y cinco, ante el notario Ramón Mercado López; y la finca

"B" la adquirieron los vendedores por compra que de la misma hi-

era, don Jaime Barceló López y Myrna Socorro Sosa Ortiz,

según consta de la escritura número ciento cuarenta y ocho,

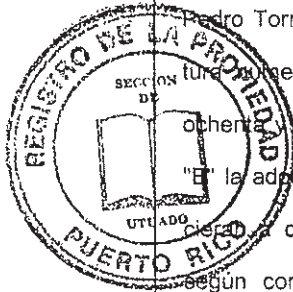
otorgada en Adjuntas, Puerto Rico, el día dieciséis de septiembre de mil novecientos ochenta y siete, ante el notario fedante.-----

---CARGAS: El estado de cargas y/o gravámenes de los inmuebles objeto de este otorgamiento es como sigue:-----

---A: MANIFESTACIONES: Se ha advertido a las partes la necesidad de manifestar todo lo que conozcan o sepan sobre el estado de cargas y/o gravámenes que afecten o puedan afectar el inmueble. Advirtiéndoles también sobre la responsabilidad civil y/o criminal de mentir u ocultar información relativa al estado de cargas y/o gravámenes de dichas propiedades.-----

Luego de ello, manifiesta "LA VENDEDORA" bajo juramento que los referidos inmuebles se hallan afectos a la siguiente:-----

---HIPOTECA a favor de Los Estados Unidos de América por la suma principal de SESENTA Y NUEVE MIL DOLARES (\$69,000.00) según pagaré otorgado el día dieciséis de septiembre de mil novecientos novecientos ochenta y siete, según consta de la escritura número ciento cuarenta y nueve, otorgada en la fecha del pagaré, ante el notario Serafín Rosado Santiago. Dicha deuda fue rea-



mortizada el día siete de junio de mil novecientos ochenta y nueve, según surge de la escritura número cincuenta y uno, ante el notario Serafín Rosado Santiago, habiendo arrojado un balance para dicha fecha de SETENTA Y TRES MIL NOVECIENTOS TREINTA Y TRES DOLARES CON TREINTA Y CUATRO CENTAVOS (\$73,933.34); y cuya liquidación al veintiséis de marzo de mil novecientos noventa y ocho dio un balance deudor de CIENTO TRES MIL QUINIENTOS VEINTICINCO DOLARES CON NOVENTA Y CINCO CENTAVOS (\$103,525.95). -----

-----B. DOCUMENTOS: Por lo que aparece de los documentos y títulos exhibidos al notario, las fincas objeto de este otorgamiento se hallan afectas a las cargas y/o gravámenes antes mencionados.-----

REGISTRO: Se ha advertido a las partes sobre la conveniencia de que se acredite el estado de cargas de los inmuebles de acuerdo al Registro de la Propiedad. Mediante certificación registral, o un estudio de título realizado por un investigador cualificado para ello o mediante la comprobación o examen directo por parte de los interesados. Así mismo se les ha advertido que la expedición de una certificación registral, o la de un estudio, no cierra el registro pudiendo existir cargas posteriores a la fecha y hora de dicha certificación o estudio, por muy reciente que sea. Se les ha advertido sobre la necesidad y/o conveniencia de realizar tal estudio u obtener tal certificación así como sobre los posibles riesgos y consecuencias de no hacerlo y posteriormente descubrir un gravamen. Manifiestan quedar bien enterados de todo ello, a pesar de lo cual procedan al otorgamiento de la presente escritura.-----

-----TERCERO-----

---Siguen manifestando los vendedores que con el fin de transferir la propiedad descrita bajo la letra "B" a los compradores solicitaron el consentimiento del acreedor hipotecario, Estados Unidos de América, actuando por conducto y a través del Administrador de la



Administración de Hogares de Agricultores de conformidad con la ley del Congreso titulada "Consolidated Farmer's Home Administration Act of 1961" y el reglamento aprobado al efecto, así como también solicitaron la liquidación al día veintiséis de marzo de mil novecientos noventa y ocho dio un saldo deudor montante a

**CIENTO TRES MIL QUINIENTOS VEINTICINCO DOLARES CON NOVENTA Y CINCO CENTAVOS (\$103,525.95)**, esto es, **SETENTA Y CINCO MIL NOVECIENTOS VEINTIUN DOLARES CON CINCUENTA Y SIETE CENTAVOS (\$71,921.57)** de principal más **TREINTA Y UN MIL SEISCIENTOS CUATRO DOLARES CON TREINTA Y OCHO CENTAVOS (\$31,604.38)** de intereses.-----

-----CUARTO-----

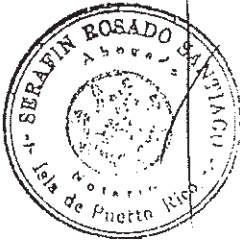
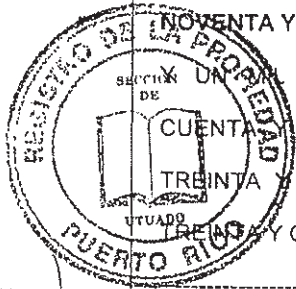
---Que sometida a la consideración de la Administración de Hogares de Agricultores la candidatura de los compradores don José Antonio Martínez Hernández y doña Ivelisse Ramona Colón Gutiérrez para recibir los beneficios de la ley del Congreso "Consolidated Farmer's Home Administration Act of 1961" y previo los trámites de rigor, fueron aprobados para recibir dichos beneficios, adquirir la propiedad descrita bajo la letra "B", y continuar con la hipoteca.-----

-----QUINTO-----

---Los vendedores por la presente venden, ceden y traspasan a los compradores la finca descrita bajo la letra "B", que adquieren la propiedad con todos sus usos, derechos y servidumbres y sin limitación alguna para que éstos gocen como únicos y legítimos dueños.-----

-----SEXTO-----

---Se realiza esta enajenación por el convenido y **CIENTO TRES MIL QUINIENTOS VEINTICINCO DOLARES CON NOVENTA Y CINCO CENTAVOS (\$103,525.95)** suma que la parte compradora



retiene en su totalidad para el pago en su día de la hipoteca que grava la propiedad según liquidación al día de hoy, otorgando los vendedores formal y eficaz carta de pago.-----

-----SEPTIMO-----

---Los vendedores se obligan a la evicción y saneamiento conforme a derecho.-----

-----OCTAVO-----

Los compradores por la presente reconocen y se constituyen como únicos y principales pagaderos de la deuda hipotecaria que los Estados Unidos de América tenían contraída los vendedores y en la presente se subrogan en todos sus derechos y obligaciones

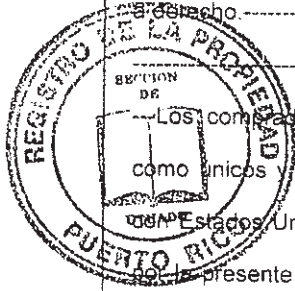
para con Estados Unidos de América, por la suma total adeudada, montante según liquidación al veintiséis de marzo de mil novecientos noventa y ocho, CIENTO TRES MIL QUINIENTOS VEINTICINCO DOLARES CON NOVENTA Y CINCO CENTAVOS (\$103,525.95), esto es, SETENTA Y UN MIL NOVECIENTOS VEINTIUN DOLARES CON CINCUENTA Y SIETE CENTAVOS-----

(\$71,921.57) de principal más TREINTA Y UN MIL SEISCIENTOS CUATRO DOLARES CON TREINTA Y OCHO CENTAVOS-----

(\$31,604.38) de intereses.-----

-----NOVENO-----

---Manifiestan los compradores, don José Antonio Martínez Hernández y doña Ivelisse Ramona Colón Gutiérrez que es de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas, condiciones y estipulaciones contenidas en el pagaré antes mencionado así como también contenidas o mencionadas en la escritura de hipoteca, y en este acto en forma clara, solemne y terminante, se obliga a cumplir todas y cada una de dichas cláusulas, condiciones, estipulaciones como si ellos hubieran sido los otorgantes originales, así como también se obligan y comprometen a acatar las reglas y reglamentos que gobiernan los



préstamos de esta naturaleza concedidos por la Administración de Hogares de Agricultores y/o el Administrador de la Administración de Hogares de Agricultores y/o el Secretario de Agricultura de Estados Unidos de América, de conformidad con lo dispuesto en la ley del Congreso "Consolidated Farmer's Home Administration Act of 1961" y en su consecuencia releva de toda deuda u obligación

por dicho préstamo, pagarés, e hipotecas a don José Antonio Martínez Hernández y doña Ivelisse Ramona Colón Gutiérrez.---

MODIFICACION DE PAGO DE PAGARE E HIPOTECA-----

---DECIMO---

Manifiesta el compareciente don Rafael Luis Rodríguez Martínez, en el carácter que ostenta, que habiendo sido aceptados los adqui-

rientes esposos don José Antonio Martínez Hernández y doña

Ivelisse Ramona Colón Gutiérrez para recibir los beneficios de la

Ley del Congreso "Consolidated Farmer's Home Administration Act

of 1961", ha convenido en modificar la forma de pago de los plazos

consignados en el pagaré y en la hipoteca en la siguiente forma:---

---El importe de este pagaré y la hipoteca que lo garantiza, liquidado

al día veintiséis de marzo de mil novecientos noventa y ocho dio un

saldo deudor montante a CIENTO TRES MIL QUINIENTOS

VEINTICINCO DOLARES CON NOVENTA Y CINCO CENTAVOS

(\$103,525.95), con intereses a razón del cinco por ciento (5%) anual,

el cual devengará intereses a razón del cinco por ciento (5%) anual a

partir de hoy y el cual habrá de ser pagado en la siguiente forma:

UN DOLAR CON CERO CENTAVOS (\$1.00) en o antes del primero

de enero de mil novecientos noventa y nueve; UN DOLAR CERO

CENTAVOS (\$1.00) en o antes del primero de enero del año dos

mil; UN DOLAR CERO CENTAVOS (\$1.00) en o antes del primero

de enero del año dos mil uno; UN DOLAR CON CERO CENTAVOS

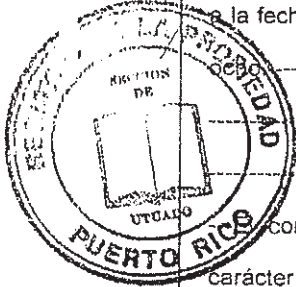
(\$1.00) en o antes del primero de enero del año dos mil dos; SIETE

MIL TREINTA DOLARES (\$7,030.00) en o antes del primero de





enero del año dos mil tres, y SIETE MIL TREINTA DOLARES (\$7,030.00) anualmente cada primero de enero de cada año subsiguiente, comenzando el primero de enero del dos mil tres, hasta que el principal e intereses sean completamente pagados, excepto el pago final de la deuda aquí evidenciada de no ser pagado anteriormente vencerá y será pagadero a los cuarenta años, a la fecha de hoy veintiséis de marzo de mil novecientos noventa y



-----DECIMO-----

-----PRIMERO-----

compareciente, don Rafael Luis Rodríguez Martínez en el carácter que ostenta, me entrega a mí, el Notario, el pagaré garantizado con las hipoteca, quien me asegura no ha sido negociado ni gravado en forma alguna por su actual tenedor y poseedor, Estados Unidos de América, y una identificado por mí, el Notario, cerciorándome que se trata del mismo pagaré procedo a poner al dorso del mismo la siguiente nota:-----



---"El importe de este pagaré y la hipoteca que lo garantiza, liquidado al día veintiséis de marzo de mil novecientos noventa y ocho dio un saldo deudor montante a CIENTO TRES MIL QUINIENTOS VEINTICINCO DOLARES CON NOVENTA Y CINCO CENTAVOS (\$103,525.95), con intereses a razón del cinco por ciento (5%) anual, el cual devengará intereses a razón del cinco por ciento (5%) anual a partir de hoy y el cual habrá de ser pagado en la siguiente forma: UN DOLAR CON CERO CENTAVOS (\$1.00) en o antes del primero de enero de mil novecientos noventa y nueve; UN DOLAR CERO CENTAVOS (\$1.00) en o antes del primero de enero del año dos mil; UN DOLAR CERO CENTAVOS (\$1.00) en o antes del primero de enero del año dos mil uno; UN DOLAR CON CERO CENTAVOS (\$1.00) en o antes del primero de enero del año dos mil dos; SIETE MIL TREINTA DOLARES

TRES MIL QUINIENTOS VEINTICINCO DOLARES CON NOVENTA Y CINCO CENTAVOS (\$103,525.95), con intereses a razón del cinco por ciento (5%) anual, el cual devengará intereses a razón del cinco por ciento (5%) anual a partir de hoy y el cual habrá de ser pagado en la siguiente forma: UN DOLAR CON CERO CENTAVOS (\$1.00) en o antes del primero de enero de mil novecientos noventa y nueve; UN DOLAR CERO CENTAVOS (\$1.00) en o antes del primero de enero del año dos mil; UN DOLAR CERO CENTAVOS (\$1.00) en o antes del primero de enero del año dos mil uno; UN DOLAR CON CERO CENTAVOS (\$1.00) en o antes del primero de enero del año dos mil dos; SIETE MIL TREINTA DOLARES (\$7,030.00) en o antes del primero de enero del año dos mil tres, y SIETE MIL TREINTA DOLARES (\$7,030.00) anualmente cada primero de enero de cada año subsiguiente, comenzando el primero de enero del dos mil tres, hasta que el principal e intereses sean completamente pagados, excepto el pago final de la deuda aquí evidenciada de no ser pagado anteriormente vencerá y será pagadero a los cuarenta años, a la fecha de hoy veintiséis de marzo de mil novecientos noventa y ocho.

-----LIBERACION PARCIAL DE HIPOTECA-----

-----DECIMA-CUARTA-----

---Que habiendo los vendedores don José Antonio Martínez Hernández y doña Ivelisse Ramona Colón Gutiérrez, solicitado del Acreedor Hipotecario la liberación parcial de la hipoteca de SESENTA Y NUEVE MIL DOLARES (\$69,000.00) suma por la cual fue expedido el pagaré original, el que fue liquidado el siete de junio de mil novecientos ochenta y nueve por la suma de SETENTA Y TRES MIL NOVECIENTOS TREINTA Y TRES DOLARES CON TREINTA Y CUATRO (\$73,933.34) y el que a esta fecha, veintiséis de marzo de mil novecientos noventa y ocho, ha sido liquidado por la suma de CIENTO TRES MIL QUINIENTOS VEINTICINCO

DOLARES CON NOVENTA Y CINCO CENTAVOS (\$103,525.95),

que grava la propiedad descrita bajo la letra "A" del apartado PRIMERO anterior compuesta de SEISCIENTOS NOVENTA Y SEIS PUNTO DOS MIL DOSCIENTOS TREINTA METROS CUADRA, equivalentes a cero punto mil setecientos setenta y una cuerda, y considerando que el valor de la finca descrita bajo la letra

"B" compuesta de VEINTICINCO PUNTO CERO OCHO CERO SEIS CUERDAS, equivalentes a nueve hectáreas, ochenta y cinco áreas, setenta y seis centiáreas y cinco mil trescientos noventa y cuatro decimiláreas ha convenido en cancelar y por la presente

CANCELAR PARCIALMENTE, la hipoteca que garantiza el siguiente pagaré de SETENTA Y TRES MIL NOVECIENTOS TREINTA Y

TRES DOLARES CON TREINTA Y CUATRO CENTAVOS (\$73,933.34), según se ha relacionado anteriormente, y quedando

por consiguiente dicho predio de terreno libre de todo gravamen y quiere y consiente que esta cancelación parcial sea inscrita en el

Registro de la Propiedad para todos los efectos legales y también quedando por consiguiente subsistente en la finca "B" todas y cada

una de las cláusulas, condiciones, y estipulaciones contenidas en el pagaré original, así como en la escritura de hipoteca mencionada.—

---Hago constar que la precedente liberación ha sido relacionada en el pagaré original con nota que textualmente lee así: "LIBERADA

de la hipoteca representada por este pagaré la propiedad de SEISCIENTOS NOVENTA Y SEIS PUNTO DOS MIL DOSCIENTOS

TREINTA METROS CUADRADOS, equivalentes a cero punto mil setecientos setenta y una cuerda, y la cual consta inscrita al folio

ciento uno del tomo doscientos cuarenta y seis de Adjuntas, finca número diez mil trescientos setenta y dos, inscripción quinta

subsistiendo la hipoteca en cuanto a la finca "B" descrita en el apartado PRIMERO de esta escritura. DOY FE. En Adjuntas,

Puerto Rico, a ocho de octubre de mil novecientos noventa y ocho.



SIGNADO, SELLADO, RUBRICADO Y FIRMADO, SERAFIN ROSADO SANTIAGO, NOTARIO PUBLICO". Luego de puesta esta nota, devuelvo el referido pagaré al Acreedor Hipotecario, en el carácter que ostenta.-----

---Los otorgantes aceptan la presente escritura en la forma redactada por ser conforme a lo por ellos convenido, luego de leer y entender la misma. Yo, el Notario, de todo lo consignado en este ---

Instrumento Público, hícile las advertencias de ley pertinentes, todo ello en un solo acto, y bien impuestos así la otorgan y firman los otorgantes estampando además las iniciales al margen de todos y cada uno de los folios. Yo, el Notario, de todo lo consignado en

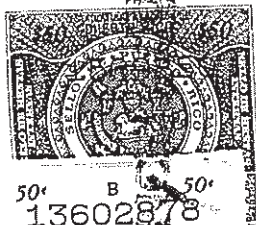
este Instrumento Público, DOY FE.-----

INICIALES AL MARGEN.-----

---FIRMADO POR: PEDRO TORRES FELICIANO, BRUNILDA VERA RIVERA, JOSE ANTONIO MARTINEZ HERNANDEZ, IVELISSE RAMONA COLON GUTIERREZ, Y RAFAEL LUIS RODRIGUEZ MARTINEZ.-----

---Firmado, signado, sellado y rubricado SERAFIN ROSADO SANTIAGO. Se encuentran cancelados los correspondientes sellos de Rentas Internas Impuestos Notarial. Concuerda bien y fielmente con la escritura Matriz que bajo el número indicado obra en el protocolo de instrumentos públicos de esta notaría a mi cargo, y a que me remito. En fe de ello, y para entregar a Los Estados Unidos de América, parte interesada, expido, la presente copia certificada, que autorizo bajo mi firma, signo, sello y rúbrica al mismo día, mes y año de su otorgamiento. Esta escritura consta de seis folios.-----

*Serafin Rosado Santiago*  
NOTARIO PUBLICO



insrita allí donde se indica al  
margen de cada una de las descrip-  
ciones de las fincas. Largas: La finca  
# 10,372 se halla libre de cargas.  
La finca # 8,435 se halla afectada

por su procedencia a ser dñbre a favor  
de la autoridad de Inmuebles y Alcan-  
tillados de Puerto Rico; y de por su  
a la hipoteca en garantía de pagar  
a favor de Estados Unidos de América  
por la suma de \$69,000. la cual fue  
modificada en virtud de este asiento.

Hecho, a 22 de abril de 1998.

Cifras: \$376.50  
#1-2 del GP

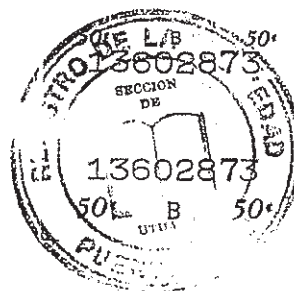
Das M. de Figueroa  
Registradora

# CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

*[Signature]*  
Juan M. Ortiz Serbiá  
State Executive Director



USDA-FmHA  
Form FmHA 1940-17  
(Rev. 4-92)

# PROMISSORY NOTE

Name <b>JOSE MARTINEZ HERNANDEZ</b>		KIND OF LOAN Type: <u>44-01 (OL)</u> <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Limited Resource  Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State <b>PUERTO RICO</b>	County <b>ADJUNTAS</b>	
Case No. <b>63-35-596-07-2255</b>	Date <b>03/26/1998</b>	ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down
Fund Code <b>44</b>	Loan No. <b>01</b>	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in ADJUNTAS, PR

\_\_\_\_\_, or at such other place as the Government may later designate in writing, the principal sum of  
THIRTY THOUSAND AND 00/100 - - - - - dollars

(\$ 30,000.00), plus interest on the unpaid principal balance at the RATE of  
FIVE - - - - - percent (5 % per annum and  
0 - - - - - dollars (\$ 0 - - - - - )

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in EIGHT - - - installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>1,155.00</u>	on <u>01/01/1999</u>	;	\$ <u>5,185.00</u>	on <u>01/01/2000</u>	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;

and \$ 5,185.00 thereafter on JANUARY 1st of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable SEVEN - - - years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.



For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

**REFINANCING (GRADUATION) AGREEMENT:** If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT:** T: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

Juan M. Ortiz Serbiá  
State Executive Director

*Jose A. Martinez Hernandez*  
JOSE ANTONIO MARTINEZ HERNANDEZ (Borrower)

*Ivelisse R. Colon Gutierrez*  
IVELISSE RAMONA COLON GUTIERRES

P.O. BOX. 744

ADJUNTAS, PR 00601

### RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 30,000.00	03/26/98	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 30,000.00	

Forma FmHA 1927-1(S) PR  
(Rev. 6-93)

-----NUMERO VEINTICINCO-----  
NUMBER

-----HIPOTECA VOLUNTARIA-----  
VOLUNTARY MORTGAGE

En Adjuntas, Puerto Rico, a los veintiséis / días del mes de--  
la marzo del año mil novecientos noventa y ocho.-----

-----ANTE MI-----  
BEFORE ME

-----SERAFIN ROSADO SANTIAGO-----

-----Abogado y Notario Público de la Isla de Puerto Rico con residencia en Adjuntas,-----  
Attorney and Notary Public for the Island of Puerto Rico, with residence in  
-----Puerto Rico-----  
y oficina en Adjuntas,-----  
and office in -----  
Puerto Rico.

-----COMPARECEN-----  
APPEAR

-----Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-----  
The persons named in paragraph TWELFTH of this mortgage-----  
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances-----  
aparecen de dicho párrafo.-----  
appear from said paragraph.-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their--  
de su edad, estado civil, profesión y vecindad.-----  
statements which I believe to be true of their age, civil status, profession and residence.-----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration  
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this--  
miento.-----  
voluntary mortgage.-----

-----EXPONEN-----  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in-----  
párrafo UNDECIMO así como de todos los derechos e intereses en las mismas.  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----  
denominada de aquí en adelante "los bienes".-----  
hereinafter referred to as "the property".-----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens-----  
se especifican en el párrafo UNDECIMO.-----  
specified in paragraph ELEVENTH herein.-----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States-----  
América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration,-----  
res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with-----



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.-----  
estimated against the property.-----

CUARTO: Se sobreentiende que:-----  
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quince  
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.-----  
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.-----  
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,-----

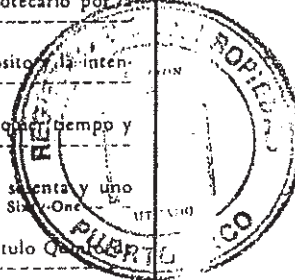
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-  
-----

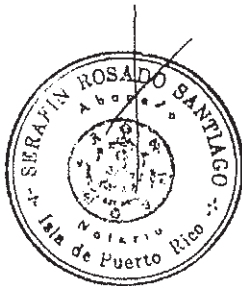
que será designada como "carga anual".-----  
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any-----



Forma FmHA 1927-1(S) PR  
(Rev. 6-93)



quiera otros relación con dicho préstamo así como también a , beneficios  
others in connection with said loan, as well as any benefit-----

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagee-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any-----

cualquier convenio suplementario por parte del deudor.-----  
supplementary agreement.

(Serafin) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
the (Serafin) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage-----

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured-----

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt-----

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario.-----  
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note-----

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee-----

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-  
amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the-----

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,-----

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee-----

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof-----

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement-----

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
herein to indemnify and save harmless the mortgagee against loss under its-----

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in-----



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el  
 subparagraph (Three) of paragraph NINTH hereof, and to secure the-----

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
 performance of every covenant and agreement of the mortgagor-----

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
 contained herein or in any supplementary agreement, the mortgagor-----

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
 hereby constitutes a voluntary mortgage in favor of the mortgagee on-----

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
 the property described in paragraph ELEVENTH hereof, together with all rights,-----

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
 interests easements, hereditaments and appurtenances thereto belonging,-----

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto  
 the rents, issues and profits thereof and revenues and-----

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
 income therefrom, all improvements and personal property now or-----

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
 later attached thereto or reasonably necessary to the use thereof,-----

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
 all water, water rights and shares in the same pertaining to-----

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
 the farms and all payments at any time owing to the mortgagor-----

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
 by virtue of any sale, lease, transfer, conveyance or total or-----

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
 partial condemnation of or injury to any part thereof or interest-----

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta  
 therein, it being understood that this lien will continue in full force and effect until-----

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
 all amounts as specified in paragraph NINTH hereof, with interest before and-----

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.  
 after maturity until paid, have been paid in full,-----

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
 In case of foreclosure, the property will be answerable for the payment of the principal, interest-----

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree-  
 thereon before and after maturity until paid, losses sustained by the-----

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-  
 mortgagee as insurer of the note, taxes, insurance premiums, and-----

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
 other disbursements and advances by the mortgagee for the mortgagor's account-----

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
 with interest until repaid to the mortgagee, costs, expenses and-----

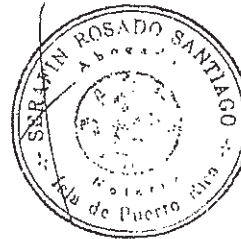
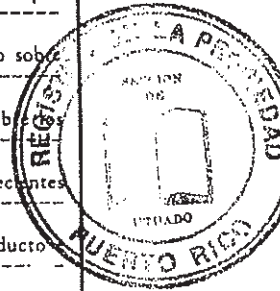
gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-  
 attorney's fees of the mortgagee all extensions and renewals of any of-----

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
 said obligations, with interest on all and all other charges and additional-----

adicional especificada en el párrafo NOVENO de este documento.  
 amounts as specified in paragraph NINTH hereof,-----

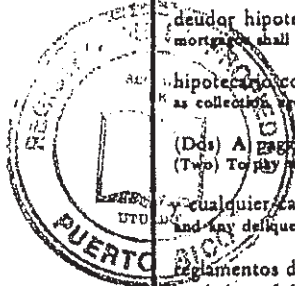
SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-----  
 SIXTH: That the mortgagor specifically agrees as follows:-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
 (One) To pay promptly when due any indebtedness-----





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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagee shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fee for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

Reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del cinco  
subparagraph shall bear interest at the rate of

por ciento ( 5.00 % )  
per cent ( % )

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón  
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.  
until repaid to the mortgagee,-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagee as described in this mortgage,-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el caso  
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, los  
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.  
determines,-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.  
for purposes authorized by mortgagee,-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-  
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.  
under the terms of this mortgage,-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
erty and on any buildings and improvements put there on in the future. The insurance against

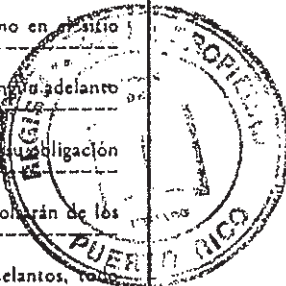
otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.  
approved by mortgagee,-----

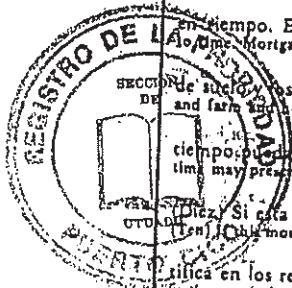
(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá  
permit to be committed any deterioration of the property; he will not remove nor demolish



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca;  
any building or improvement on the property; nor will he cut or remove wood from the farm;

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otro  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevar  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
in time. Mortgagor shall comply with such farm conservation practices

de sueldos y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo puede prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter  
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer  
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
may institute the necessary proceedings in defense of its-----

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
interest, and any costs or expenditures incurred by mortgagee by said-----

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered-----

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
by this mortgage within the additional credit of the mortgage clause-----

para adelantos, gastos y otros pagos.-----  
for advances, expenditures and other payments.-----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonare los bienes o voluntariamente se los entregare al acree-  
should abandon the property or voluntarily deliver it to mortgagee,-----

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
mortgagee is hereby authorized and empowered-----

res para tomar posesión de los bienes, arrendarlos y administrar los bienes-----  
to take possession of the property, to rent and administer the same and collect-----

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
costs of collection and administration and secondly to the payment of the debt evidenced-----

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagee hereby guaranteed,-----

en el orden y manera que el acreedor hipotecario determinare.-----  
in what ever order and manner mortgagee may determine.-----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
a Federal Bank or other responsible source, cooperative or private, at a-----

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
rate of interest and reasonable periods of time and purposes,-----

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
mortgagor, at mortgagee's request will apply for and accept-----

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-  
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to-----

sarias en la agencia cooperativa en relación con dicho préstamo.-----  
purchase any necessary shares of stock in the cooperative agency in regard to said loan.-----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
(Sixteen) Should default occur in the performance or discharge of any obligation secured-----

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
by this mortgage, or should mortgagor, or any one of the persons herein called-----

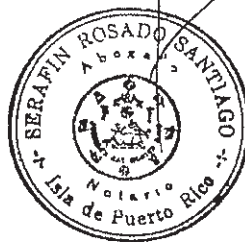
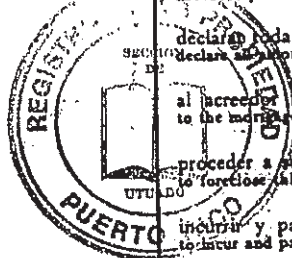
deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
mortgagor, default in the payment of any amounts or violate or fail to comply-----

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
with any clause, condition, stipulation, covenant, or agreement contained herein,-----

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
or in any supplementary agreement, or die or be declared an-----

incapaz, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-  
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----

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dores, o los bienes o parte de ellos cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned, \_\_\_\_\_

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, \_\_\_\_\_

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is \_\_\_\_\_

irrevocablemente autorizado y con poderes, a su opción y sin notificación; (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to \_\_\_\_\_

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness \_\_\_\_\_

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and \_\_\_\_\_

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two) \_\_\_\_\_

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the \_\_\_\_\_

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as \_\_\_\_\_

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, \_\_\_\_\_

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property \_\_\_\_\_

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) \_\_\_\_\_

de solicitar la protección de la ley. request the protection of the law. \_\_\_\_\_

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee \_\_\_\_\_

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements \_\_\_\_\_

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including \_\_\_\_\_

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and \_\_\_\_\_

rarios de abogado. attorney's fees. \_\_\_\_\_

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and \_\_\_\_\_

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement \_\_\_\_\_

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability \_\_\_\_\_

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness \_\_\_\_\_

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad de secured hereby, and without affecting the lien created upon said property or the priority of \_\_\_\_\_

gravamen, el acreedor hipotecario es por la presente autorizado y con poder to and lien, the mortgagee is hereby authorized and empowered at \_\_\_\_\_

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obl- any time (one) waive the performance of any covenant or obligation \_\_\_\_\_

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos contained herein or in the note or any supplementary agreement; (two) \_\_\_\_\_



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee

no, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre  
postponement of this mortgage to any other lien over

dichos bienes.  
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.  
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.  
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto.  
and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.  
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee



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el importe de cualquier sentencia obtenida por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings for public use

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

de CIENTO TREINTA Y TRES MIL QUINIENTOS VEINTICINCO DOLARES con  
of

NOVENTA Y CINCO CENTAVOS (\$133,525.95)

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan hereby fore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré de TREINTA MIL--  
should assign this mortgage without insurance of the note,

DOLARES (\$ 30,000.00 )  
DOLLARS (\$

el principal de dicho pagaré, con sus intereses según estipulados a razón del cinco--  
the principal amount of said note, together with interest as stipulated therein at the rate of

por ciento ( 5.00 )  
per cent ( 5.00 )

o/o anual;  
o/o per annum;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:  
Two. At all times when said note is held by an insured lender:

(A) TREINTA MIL DOLARES-----

(A)---

DOLARES (\$ 30,000.00  
DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,  
specified in the note, with interest as stated in paragraph SIXTH,

Tercero:-----

Three:-----

(B) CUARENTA Y CINCO MIL-----

(B)---

DOLARES (\$ 45,000.000  
DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo:-----

Three. In any event and at all times whatsoever:-----

(A) siete MIL QUINIENTOS DOLARES-----

(A)---

(\$ 7,500.00-----

(\$

) para intereses después de mora:-----  
) for default interest:-----

(B) SEIS MIL-----

(B)---

(\$ 6,000.00-----

(\$

) para contribuciones, seguro y otros adelantos para la con-  
) for taxes, insurance and other advances for the preservation-----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero:-----

SIXTH, Three:-----

(C) TRES MIL DOLARES-----

(C)---

(\$ 3,000.00-----

(\$

) para costas, gastos y honorarios de abogado en caso  
) for costs, expenses and attorney's fees in case-----

de ejecución:-----

of foreclosure:-----

(D) TRES MIL DOLARES-----

(D)---

(\$ 3,000.00-----

(\$

) para costas y gastos que incurriere el acreedor hipoteca-  
) for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.  
provided in paragraph (SIXTH, Thirteen.

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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO  
TENTH: That the note(s) referred to in paragraph THIRD-----

de esta hipoteca es (son) descrito(s) como sigue:-----  
of this mortgage is (are) described as follows:-----

"Pagaré otorgado en el caso número sesenta y tres guión treinta y cinco  
Promissory note executed in case number

guión cinco nuevo seis guión cero siete guión cuatro cuatro dos-  
nueve-----  
SECTION  
DE  
veintiséis----- de marzo----- de mil novecientos-----  
day of nineteen hundred and

noventa y ocho----- por la suma de TREINTA MIL -----  
in the amount of

(\$30,000.00)----- dólares de principal más  
of principal plus

intereses sobre el balance del principal adeudado a razón del cinco-----  
interest over the unpaid balance at the rate of

cinco----- { 5.00 ✓ } por ciento anual,  
percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
until the principal is totally paid according to the terms, installments,-----

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
conditions and stipulation contained in the promissory note and as agreed-----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero  
entire debt herein evidenced, if not sooner paid, will be due-----

a los siete-----  
and payable

años de la fecha de este pagaré.  
years from the date of this promissory note,-----

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
Said promissory note is given as evidence of a loan made by the-----

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United-----

Unidos de América denominada "Consolidated Farm and Rural Development Act  
States of America known as "Consolidated Farm and Rural Development Act-----

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----

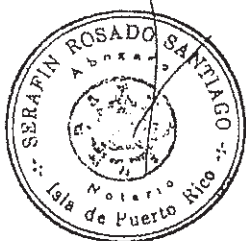
han sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmers-----

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
Home Administration and to its future regulations not inconsistent with the-----

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH,-----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
ELEVENTH: That the property object of this deed and over which-----

constituye Hipoteca Voluntaria, se describe como sigue:-----  
voluntary mortgage is constituted, is described as follows:-----



[Translator's note: The source document from which this translation derives skips from the cover page, translated above, to page 14, translated as follows:]

RUSTICA: Predio de terreno radicado en el Barrio Vegas Arriba del término municipal de Adjuntas, Puerto Rico, que tiene una cabida de VEINTICINCO PUNTO CERO OCHO CERO SEIS CUERDAS, equivalentes a nueve hectáreas, ochenta y cinco áreas, setenta y seis centiáreas y cinco mil trescientos noventa y cuatro diezmiláreas que colindan por el NORTE, con José B. Barceló; por el SUR, con parcela de terreno segregada en el hecho anterior, que lo separa del camino asfaltado; por el ESTE, con terrenos de José B. Barceló, y por el OESTE, con Juan Negrón, Efraín Luciano y Héctor de Jesús.

It is recorded on page one hundred and thirty, volume two hundred and eighteen of Adjuntas, farm number eight thousand four hundred and thirty-five, sixth recording.

Borrower acquired the described property through purchase from Pedro Torres Feliciano and Brunilda Vera Rivera, pursuant to deed number twenty-four, dated March twenty-six, nineteen ninety-eight, executed in the city of Adjuntas, Puerto Rico, before the undersigned Notary.

Said property is encumbered by a mortgage to the United States of America in the amount of SIXTY-NINE THOUSAND DOLLARS (\$69,000.00); as of today, the balance is ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$103,525.95).

TWELFTH: The parties appearing in the present deed as Mortgagors are MR. JOSE ANTONIO MARTINEZ HERNANDEZ AND HIS WIFE, MRS. IVELISSE RAMONA COLON GUTIERREZ, both of legal age, property owners and residents of Adjuntas, Puerto Rico, whose Social Security numbers are [REDACTED] and [REDACTED] respectively, and whose mailing address is: Box seven hundred and forty-four (744), Adjuntas, Puerto Rico, zero, zero, six hundred and one.

THIRTEENTH: The loan amount consigned herein has been or will be used

[Translators' note: The source document skips to page 16, translated as follows:]

proceeds of the loan secured herein, are considered and interpreted as part of the property encumbered by this mortgage.

EIGHTEENTH: The mortgagor agrees to move and occupy the property that is the subject of this deed within sixty days following the final inspection and, in the event of unforeseen circumstances arising that are beyond his control and that impede him from doing so, he will thus notify the County Supervisor in writing.

NINETEENTH: Any improvements, constructions, or buildings that are constructed on said farm during the aforementioned period will require the mortgagee's prior written

RUSTICA: Predio de terreno radicado en el barrio Vegas Arriba del término municipal de Adjuntas, Puerto Rico, que tiene una cabida de VEINTICINCO PUNTO CERO OCHO CERO SEIS CUERDAS, equivalentes a nueve hectáreas, ochenta y cinco áreas, setenta y seis centiáreas, y cinco mil trescientos noventa y cuatro diezmiláreas que colindan al NORTE, con José B. Barceló; por el SUR, con parcela de terreno segregada en el hecho segundo anterior, que lo separa del camino asfaltado; por el ESTE, con terrenos de José B. Barceló, y por el OESTE, con Juan Negrón, Efraín Luciano y Héctor de Jesús.

---Inscrita al folio ciento treinta del tomo doscientos dieciocho del Adjuntas, finca número ocho mil cuatrocientos treinta y cinco, inscripción sexta.

Adquirió el prestatario la descrita finca por compra a Pedro Torres Feliciano  
Borrower acquired the described property by  
y Brunilda Vera Rivera

según consta de la Escritura Número veinticuatro  
pursuant to Deed Number

de fecha veintiséis de marzo del mil novecientos noventa y ocho  
dated

otorgada en la ciudad de Adjuntas, Puerto Rico  
executed in the city of

ante el Notario fedante,  
before Notary

Dicha propiedad se encuentra afecta a una hipoteca a favor de Los Es--  
Said property is  
tados Unidos de América, por la suma principal de SESENTA Y NUEVE  
MIL DOLARES (\$69,000.00) cuyo balance a esta fecha es de CIENTO

ARES MIL QUINIENTOS VEINTICINCO DOLARES CON NOVENTA Y CINCO CENTA  
VOS (\$103,595.95)

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-  
TWELFTH: The parties appearing in the present deed as Mortgagors

carios DON JOSE ANTONIO MARTINEZ HERNANDEZ y su señora esposa DOÑA  
are

IVELISSE RAMORA COLON GUTIERREZ, mayores de edad, propietarios, ve-  
cinos de Adjuntas, Puerto Rico y cuyos respectivos números de segu-  
ro social son: [REDACTED] y [REDACTED]  
cuya dirección postal es: apartado setecientos cuarenta y cuatro (744)  
whose postal address is:

Adjuntas, Puerto Rico cero cero seiscientos uno.

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado  
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used



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para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical-  
físicas en la finca(s) descrita(s).-----  
installations on the described farm(s).-----

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estructura  
FOURTEENTH: The borrower will personally occupy and use any structure-----

para que haya sido construída, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan-----

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless-----

que el Gobierno lo consienta por escrito. La violación de esta cláusula como  
the Government so consents in writing. Violation of this clause as well as-----

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará  
violation of any other agreement or clause herein contained will cause-----

vencimiento de la obligación como si todo el término hubiese transcurrido y  
the debt to become due as if the whole term had elapsed and the-----

apetido el Gobierno de declarar vencido o pagadero el préstamo y proceder a  
Government at its option may declare due and payable the loan and proceed to-----

ejecución de la hipoteca.-----  
the foreclosure of the mortgage.-----

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction-----

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcción  
or building existing on the farm(s) hereinbefore described and all improvement,-----

o edificación que se construya en dicha finca(s) durante la vigencia del préstamo  
construction or building constructed on said farm(s) while the-----

préstamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present-----

dueños deudores o por sus cesionarios o causahabientes.-----  
owners or by their assigns or successors.-----

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and-----

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores  
severally for himself and on behalf of his heirs, assigns, successors or-----

representantes a favor del acreedor (Administración de Hogares de Agricultores  
representatives, in favor of the mortgagee (Farmers Home Administration)-----

cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro  
any Homestead right (Homestead) that presently or in the future-----

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleven and in the buildings-----

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted-----

a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen-----

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (3)  
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (3)-----

L.P.R.A. 1851)-----  
L.P.R.A. 1851)-----

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual  
SEVENTEENTH: Mortgagee and mortgagor agree that any-----

cualquier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with-----



fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias imprevistas  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, este lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

senten y aquellos futuros que se promulguen de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

---VIGESIMO PRIMERO: El importe de este préstamo se utilizará  
para desarrollo de la finca.

---VIGESIMO SEGUNDO: La hipoteca aquí constituida y el pagaré  
que lo garantiza en a favor de Los Estados Unidos de América,

sin que se entienda que el mismo es a favor de la Administración  
de Hogares para agricultores.

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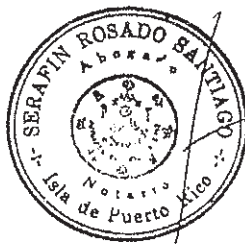
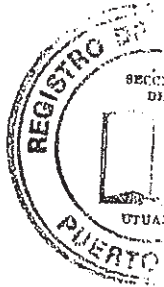
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Forma FmH 27-1(S) PR  
(Rev. 6-93)



-----ACEPTACION-----  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a cilo del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----  
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----  
FAITH to everything contained in this deed.-----

INICIALES AL MARGEN.-----

---FIRMADO POR: JOSE ANTONIO MARTINEZ HERNANDEZ  
IVELISSE RAMONA COLON GUTIERREZ.-----

---Firmado, signado, sellado y rubricado SERAFIN ROSADO SANTIAGO. Se encuentran cancelados los correspondiente sellos de Rentas Internas Impuestos Notarial. Concuerta bien fielmente con la escritura Matriz que bajo el número indicado obi en el protocolo deinstrumentos públicos de esta notaria a mi cargi y a que me remito. En fe de ello, y para entregar a Los Estadc Unidos de América, parte interesada, expido, la presente cop certificada, que autorizo bajo mi firma, signo, sello y rúbrica mismo día, mes y año de su otorgamiento. Esta escritura cons de nueve folios/-----

*Serafin Rosado Santiago*  
NOTARIO PUBLICO  
77

approval, in accordance with current regulations, as well as future regulations which are consistent with federal and local law, and compatible with current laws governing these types of loans.

TWENTIETH: This instrument also guarantees the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government, pursuant to Title Forty-Two, U.S.C. Fourteen Ninety-A (42 USC 1490-A).

TWENTY-FIRST: The proceeds of this loan will be used for the development of the farm

TWENTY-SECOND: The mortgaged furnished herein and the promissory note securing it are furnished to the United States of America, and should not be understood to be furnished to the Farmers Home Administration.

#### ACCEPTANCE

The appearing party (parties) accept(s) this deed as written, after I, the Notary, have given him (them) the pertinent legal warnings.

So the party (parties) state and execute before me, the authorizing Notary, after waiving his (their) right to request the presence of witnesses, of which right I informed him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents and place his (their) initials on each page of this deed, including the last one, and they all sign it before me, the authorizing Notary, who bears witness to everything stated herein.

INITIALS IN THE MARGIN.

SIGNED BY: JOSE ANTONIO MARTINEZ HERNANDEZ AND IVELISSE  
RAMONA COLON GUTIERREZ.

Signed, sealed, stamped and endorsed. SERAFIN ROSADO SANTIAGO. The applicable Sales Tax and Notary Tax seals have been cancelled. This is a true and exact copy of the original deed filed under the number indicated in the protocol of public instruments of this Notary office in my charge and to which I refer. In witness whereof and for delivery to the United States of America, as one of the parties, I issue this certified copy, which I sign, stamp, seal and endorse on the same day, month and year of its execution. This deed consists of nine pages.

[Signature]

Notary Public

[Seal]

Recorded on page 130, side two, volume 218 of Adjuntas. 7th recording of farm # 8,435. Due to its provenance, it is encumbered by an easement in favor of the Waterlines and Sewers Authority of Puerto Rico; to a mortgage securing a promissory note in favor of the United States of America in the amount of \$69,000.00, which was later modified; and to the mortgage furnished pursuant to this document.

Utuaado, April 22, 1998

[Signature]

Inscrita al folio 130 vuelto del  
Tomo 218 de Adjuntas. Inscripción  
7ma. de la finca # 8,435.

Afecta por su procedencia a enajenación  
a favor de la Autoridad de Acueductos  
y Alcantarillados de Puerto Rico; a Hipoteca  
en garantía de pago a favor de Estados Unidos  
de América por la suma de "\$69,000" la  
cual fue posteriormente modificada; y a  
la Hipoteca que mediante este documento  
se constituye. Uluado, a 22 de abril  
de 1998.

*Dña. M. de la Cruz*  
*Registradora*

Exenta



#### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

*Juan M. Ortiz Serbiá*

Juan M. Ortiz Serbiá  
State Executive Director

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Martinez Hernandez, Jose A.

Case No: 63-035-2255

**CERTIFICATION OF INDEBTEDNESS**

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:


- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

**Statement of Account as of September 10, 2020**

Loan Number	44-01
Note Amount	\$ 30,000.00
Original Note Date	3/26/1998
Date of Last Payment	10/07/2013 Offset
Principal Balance	\$ 30,000.00
Unpaid Interest	\$ 26,486.64
Misc. Charges	\$ 1,200.00
Total Balance	\$ 57,686.64
Daily Interest Accrual	\$ 4.2740
Amount Delinquent	\$ 57,686.64
Years Delinquent	Fully matured

Loan Number	41-02
Note Amount	\$ 69,000.00
Original Note Date	9/16/1987
Date of Last Payment	None
Principal Balance	\$ 103,525.95
Unpaid Interest	\$ 116,261.07
Misc. Charges	\$ -
Total Balance	\$ 219,787.02
Daily Interest Accrual	\$ 14.1816
Amount Delinquent	\$ 119,515.00
Years Delinquent	22

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

  
Carlos J. Morales Lugo  
LRTF Contractor  
September 10, 2020





# Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-2255  
 Birth Date:  
 Last Name: MARTINEZ HERNANDEZ  
 First Name: JOSE  
 Middle Name: ANTONIO  
 Status As Of: Feb-20-2020  
 Certificate ID: 6FCP6SN7L1XNZ1V

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



# Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-4429  
 Birth Date:  
 Last Name: COLON GUTIERREZ  
 First Name: IVELISSE  
 Middle Name: RAMONA  
 Status As Of: Feb-20-2020  
 Certificate ID: YG9XBCYLB6X1DKG

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
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 Seaside, CA 93955

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**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

# District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

Plaintiff(s)

V.

Jose Antonio Martínez Hernández, his wife Ivelisse  
Ramona Colón Gutierrez and their Counyugal  
Partnership

Defendant(s)

Civil Action No.

## FORECLOSURE OF MORTGAGE

# SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Conjugal Partnership Martínez-Colón  
St. Rd. 521, Km. 6.2  
Vegas Arriba Wd.  
Adjuntas, P.R. 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

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I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

*Plaintiff(s)*

v.

Jose Antonio Martínez Hernández, his wife Ivelisse  
Ramona Colón Gutierrez and their Counyugal  
Partnership

*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Jose Antonio Martínez Hernández  
St. Rd. 521, Km. 6.2  
Vegas Arriba Wd.  
Adjuntas, P.R. 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.*  
*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

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☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

---

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

---

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:



JS 44 (Rev. 02/19)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Juan C. Fortuño Fas  
Po Box 3908, Guaynabo, PR 00970  
Tel. 787-751-5290

## DEFENDANTS

Jose Antonio Martínez Hernández, et als.

County of Residence of First Listed Defendant Adjuntas, P.R.  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345  
Brief description of cause:

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

## DEMANDS

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE